Outlook

Messages & Communications Doc. No. 38GL-26-1853 through 1862.

From 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Date Tue 2/3/2026 3:43 PM
To Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc Frank Blas Jr. <speakerblas@guamlegislature.gov>

7 attachments (24 MB)
2326COMM Doc. No. 38GL-26-1854.pdf; 2326COMM Doc. No. 38GL-26-1853.pdf; 2326COMM Doc. No. 38GL-26-1855.pdf; 2326COMM Doc. No. 38GL-26-1858.pdf; 2326COMM Doc. No. 38GL-26-1856.pdf; 2326COMM Doc. No. 38GL-26-1859.pdf; 2326COMM Doc. No. 38GL-26-1862.pdf;

Håfa Adai Clerk's Office,

Please see attached, **Messages & Communications Doc. No. 38GL-26-1853 through 1862** for processing:

√	**38GL-26-1853**	Office of the Governor of Guam - Medical Referral Assistance Office	FY2026 1st Quarter Activities and Expenditures Report*
√	**38GL-26-1854**	Guam Solid Waste Authority	FY2025 3rd and 4th Quarter; and FY2026 1st Quarter Travel Report*
√	**38GL-26-1855**	Guam Economic Development Authority	FY2026 1st Quarter Staffing Pattern*
√	**38GL-26-1856**	Judiciary of Guam	Guam Criminal Law and Procedure Review Commission Plenary Meeting Packet for January 29, 2026*
√	**38GL-26-1857**	Consolidated Commission on Utilities	Board Books file for Guam Waterworks Authority Work Session Packet for January 20, 2026; Board Books file for Guam Power Authority Work Session Packet for January 22, 2026; Board Books file for Consolidated Commission on Utilities Special Meeting for January 8, 2026; and Consolidated Commission on Utilities Regular Board Meeting Packet for January 27, 2026*
√	**38GL-26-1858**	University of Guam	Northern Guam Soil Water Conservation District FY2026 1st Quarter Revenue and Expenditure Report*
√	**38GL-26-1859**	Guam Community College	FY 2026 Reports: 1st Quarter Enrollment, 1st Quarter Apprenticeship Training Program, 1st Quarter Associate of Science in Practical Nursing, 1st Quarter Staffing Pattern and 1st Quarter Revenues and Expenditures (Un-Audited)*
√	**38GL-26-1860**	Guam Waterworks Authority	Revenues and Expenditures Report (Unaudited) for the period ending November 2025 and December 2025*
√	**38GL-26-1861**	Department of Parks and Recreation	FY2026 1st Quarter Staffing Pattern*
√	**38GL-26-1862**	Guam Economic Development Authority	Unaudited Statement of Revenue and Expense Reports for the period ending December 31, 2025*

Please retrieve Doc. No. 38GL-26-1857, 1860 and 1861 from link below:

Messages & Communications Physical Scanned Copy - Google Drive

Kindly reply to this email

Si Yu'os ma'âse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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Messages and Communications 38GL-26-1857*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Mon, Feb 2, 2026 at 11:31 AM
To: 38th Committee On Rules <committeeonrules@guamlegislature.gov>, Sabrina Salas Matanane <office.senatorbri@guamlegislature.gov>

Håfa Adai,

Please see attached M&C Doc. No. 38GL-26-1857

38GL-26-1857	Consolidated Commission on Utilities	Board Books file for Guam Waterworks Authority Work Session Packet for January 20, 2026; Board Books file for Guam Power Authority Work Session Packet for January 22, 2026; Board Books file for Consolidated Commission on Utilities Special Meeting for January 8, 2026; and Consolidated Commission on Utilities Regular Board Meeting Packet for January 27, 2026*

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant

Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

(671)969-6456
speakerblas@guamlegislature.gov

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---------- Forwarded message ---------
From: **Lourissa Gilman** <lgilman@gpagwa.com>
Date: Fri, Jan 30, 2026 at 4:01 PM
Subject: Board Books: CCU Special Meeting, GWA & GPA Work Sessions, and CCU Regular Meeting for January
To: Governor@guam.gov <Governor@guam.gov>, speakerblas@guamlegislature.gov <speakerblas@guamlegislature.gov>
Cc: jessica.cruz@guam.gov <jessica.cruz@guam.gov>

Governor Leon Guerrero and Speaker Blas,

Buenas and Hafa Adai! Please see links for the CCU Special Meeting, GWA & GPA Work Sessions, and the CCU Regular Meeting for January.

CCU Special Meeting, 01-08-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_d22eeec238b349ca81778e93fb8c897d.pdf

(NOTE: Special meeting ended was recessed until January 20, 2026)

GWA WS, 01-20-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_bcceec4bdbb5484e934bc9ba9b6d1a10.pdf

GPA WS, 01-22-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_2417df9d4ea546cd83f0b06021708f32.pdf

CCU Regular Meeting, 01-27-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_a9c071979bac45a08106824e34616a5a.pdf

Please confirm receipt of email with board book links. Thank you.

Regards,

Lourissa Gilman
Utility Board Secretary
Consolidated Commission on Utilities
Tel: (671) 648-3002
Fax: (671) 648-3290

This email was scanned by Bitdefender

38GL-26-1857.pdf
1260K

38th Committee On Rules <committeeonrules@guamlegislature.gov> Mon, Feb 2, 2026 at 3:03 PM
To: "Speaker Frank Blas Jr." <speakerblas@guamlegislature.gov>

Håfa Adai,

Received, and thank you

Si Yu'os ma'åse',

Marie Crisostomo

Committee on Rules Assistant

COMMITTEE ON RULES

Vice Speaker V. Anthony Ada, Chairperson

I Mina'trentai Ocho Na Liheslaturan Guåhan

38th Guam Legislature

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THE GUAM LEGISLATURE

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov>

Board Books: CCU Special Meeting, GWA & GPA Work Sessions, and CCU Regular Meeting for January

2 messages

Lourissa Gilman <llgilman@gpagwa.com> Fri, Jan 30, 2026 at 4:01 PM
To: "Governor@guam.gov" <Governor@guam.gov>, "speakerblas@guamlegislature.gov" <speakerblas@guamlegislature.gov>
Cc: "jessica.cruz@guam.gov" <jessica.cruz@guam.gov>

Governor Leon Guerrero and Speaker Blas,

Buenas and Hafa Adai! Please see links for the CCU Special Meeting, GWA & GPA Work Sessions, and the CCU Regular Meeting for January.

CCU Special Meeting, 01-08-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_d22eeec238b349ca81778e93fb8c897d.pdf

(NOTE: Special meeting ended was recessed until January 20, 2026)

GWA WS, 01-20-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_bcceec4bdbb5484e934bc9ba9b6d1a10.pdf

GPA WS, 01-22-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_2417df9d4ea546cd83f0b06021708f32.pdf

CCU Regular Meeting, 01-27-26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_a9c071979bac45a08106824e34616a5a.pdf

Please confirm receipt of email with board book links. Thank you.

Doc Type: 38GL-26-1857
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.
January 30, 2026
Time: 4:01 PM
Received:

Regards,

Lourissa Gilman
Utility Board Secretary
Consolidated Commission on Utilities
Tel: (671) 648-3002
Fax: (671) 648-3290

This email was scanned by Bitdefender

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Jan 30, 2026 at 4:04 PM
To: Lourissa Gilman <llgilman@gpagwa.com>
Cc: "Governor@guam.gov" <Governor@guam.gov>, "jessica.cruz@guam.gov" <jessica.cruz@guam.gov>

Håfa Adai,

Confirming receipt of your email.

Si Yu'os Ma'åse'

Bernice Rivera

Administrative Assistant

Office of Speaker Frank F. Blas, Jr.

I Mina'trentai Ocho na Liheslaturan Guåhan 38th Guam Legislature

Guam Congress Building, 163 Chalan Santo Papa, Hagatña

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speakerblas@guamlegislature.gov

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

CCU Special Meeting
CCU Conference Room, Gloria B. Nelson Public Service Building
8:30 AM, Thursday, January 8, 2026

**AMENDED AGENDA

1. **CALL TO ORDER**

2. **ISSUES FOR DECISION**
   - **2.1.** ****GPA Resolution FY2026-09** – Authorizing the Guam Power Authority (GPA) to Increase the Limit and Time Frame for the Amended Energy Conversion Agreement (ECA) for Additional Energy Services for Ukudu Power Plant

3. **NEW BUSINESS**
   - **3.1.** Executive Session: Employee Evaluations
     - **3.1.1.** GWA Legal Counsel
     - **3.1.2.** GPA Legal Counsel
     - **3.1.3.** GWA Chief Financial Officer
     - **3.1.4.** GPA Chief Financial Officer
   - **3.2.** Open Session: GM Evaluations
     - **3.2.1.** GPA General Manager
     - **3.2.2.** GWA General Manager
   - **3.3.** Open Session: Potential Pay Adjustments

4. **ANNOUNCEMENT**
   - **4.1.** Next CCU Meetings:
     GWA Work Session, January 20, 2026 at 8:30 AM
     GPA Work Session, January 22, 2026 at 8:30 AM
     CCU Regular Meeting, January 27, 2026 at 5:30 PM

5. **ADJOURNMENT**

38GL-26-1857
Messages and Communications
RECEIVED
COMMITTEE ON RULES
February 2, 2026
11:31 a.m.
Marie Crisostomo

GUAM WATERWORKS AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

MANAGERS

NAME OF EMPLOYEE	Theresa G. Rojas, Esq.
POSITION TITLE	Staff Attorney
DIVISION	Legal
DEPARTMENT	Guam Waterworks Authority
EVALUATION PERIOD	FY2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU
DEPARTMENT	CCU
EVALUATION PERIOD	FY2025

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive (for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding**
	Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note: a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory**
	Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory**
	Performance consistently meets expectations in all essential areas of responsibility.
2	**Inconsistently Meets Expectations / Marginal**

	Performance inconsistently meets expectations in one or more essential areas of responsibility. A less than satisfactory result requiring improvement(s) to come up to standard.
	Fails To Meet Expectations / Unsatisfactory
1	Performance consistently below expectations. Significant improvement is needed in one or more essential areas. Results may also reflect / demonstrate counter-productive behaviors that have negative outcomes or consequences. A plan to correct performance, including timelines, must be developed and monitored to improve and measure progress. Note: a rating of 1 requires qualification.

SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles: Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score:

1.0	**Managing Operations**	**60% of total performance score**
2.0	**Managing Finance**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	**Managing Operations (Legal) – Internal and External**	**60% of total performance score**

Annual Rating

1.1	Managing Operations: Represent/Protect the interest of the CCU/GWA

1.1.1	Assists the CCU and General Manager in determining the policies, procedures, rules, and regulations of GWA.	
1.1.2	Effective counsel provided to the GM and CCU on legal issues, negotiations, claims, disputes, investigations, litigation	
1.1.3	Effective coordination and preparation of local and federal filings, pleadings, petitions, and other required legal documents	
1.1.4	Effectively coordinates, confers and works with other legal officers, including the Attorney General, Governor's counsel, in matters relating to the CCU, GWA, and other parties	
1.1.5	Represents the CCU/GWA in negotiations, hearings, depositions and other legal proceedings in local and federal courts as required	

Annual Rating

1.2	Managing Operations: Confers with the CCU and GWA personnel on various administrative legal matters concerning GWA.

1.2.1	Review for legal soundness and accuracy, program materials originating from different GWA divisions.	
1.2.2	Effectively counsels, coordinates and works with GM to represent GWA in personnel disciplinary actions, Civil Service Commission proceedings and other personnel dispute proceedings as required	
1.2.3	Effectively counsels, coordinates and works with GM to represent GWA in any personnel-related civil actions, criminal investigations or proceedings	
1.2.4		
1.2.5		

Annual Rating

1.3	Managing Operations: Representation on Regulatory Matters

1.3.1	Represent GWA in connection with legal matters before the Guam Legislature, boards and other agencies of Guam.	
1.3.2	Review, draft, or present testimony to the Legislature concerning the CCU and GWA.	
1.3.3	Effectively supports/defends GWA's position with regulatory consultants, administrative law judges (ALJs), enforcement attorneys, in applicable proceedings	
1.3.4	Effectively develops and presents cases before deliberative regulatory entities	
1.3.5	Efficiently drafts and files motions, pleadings and orders required	

Annual Rating

1.4	Managing Operations: Management of Procurements and Contractual Matters

1.4.1	Effectively consults, coordinates and works with GM, procurement and end users to execute timely procurements in accordance with GWA needs	
1.4.2	Effectively counsel, coordinates and works with the GM to manage and resolve procurement protests and contract disputes	
1.4.3	Effectively manages alternative dispute resolution proceedings, such as mediation or arbitration, when required	
1.4.4	Effectively consults, coordinates and works with GM in representing GWA in procurement appeals with the Office of Public Accountability	

2.0	**Managing Finance**	**10% of total performance score**

Annual Rating

2.1	Plan, develop and establish reasonable budget for legal division administration	
2.2	Tract actual expenditures and monitor budget to access and guide legal administrative activities	
2.3	Properly plan, monitor and control procurements and administrative activities to prevent shortfalls and overages in materials, services and resources needed for legal operations	

SECTION B	**PERSONAL COMPETENCIES**

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score:

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

			Annual Rating
1.0	**Strategic Perspective**	**5% of total performance score**	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer-term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager:

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

Annual Rating

2.0	**Building Teams**	**5% of total performance score**	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager:

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision-making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals
- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

Annual Rating

3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a

presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager:

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating
- confronts difficult issues openly

Annual Rating

4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager:

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
- checks validity of own thinking with others
- excellent at gathering and assessing information to determine the optimum way to perform
- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors

Annual Rating

5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager:

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

Annual Rating

6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive or they may be strong in all aspects.

Behavior Indicators - An Effective Manager:

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation
- approaches the decision-making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways
- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

SECTION C	**PERFORMANCE COMMENTS**

Note: In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments. This section can also be used for general comments concerning the employee's performance.

Section

SECTION D	**DEVELOPMENTAL RECOMMENDATIONS**

Use this section to record training and development goals over the next review period

SECTION E	**PERSONAL DEVELOPMENT**

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc. (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	**EXAMPLE**
3	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take in excess of two (2) years to obtain**
2	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take one (1) to two (2) years to obtain**
1	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take two (2) to twelve (12) months to obtain**

Notes:
The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be

awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc. achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc. achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	**Authorizing Institution**	**Pass Grade (where provided)**
1.0			
2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			
9.0			
10.0			

Proposed Increase (number of sub-steps)

SECTION F	CONFIRMATION / SIGNATURES

GWA STAFF ATTORNEY Theresa G. Rojas, Esq.	EVALUATION PERIOD: FY2025	RATING:

Conclusion of Evaluation

Employee Confirmation: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with the CCU Commissioners. My signature does not necessarily mean that I agree with the rating.

Employee Name: *Theresa G. Rojas* *Signature:* _____ *Date:* _____

CCU Acknowledgement

CCU: *Francis E. Santos* *Signature:* _____ *Date:* _____
(authorization) *CCU Chairperson*

Comments:

Employee Acknowledgment

Signature: _____ *Date:* _____

GUAM POWER AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

MANAGERS

NAME OF EMPLOYEE	Marianne Woloschuk
POSITION TITLE	Staff Attorney
DIVISION	Legal
DEPARTMENT	Guam Power Authority
EVALUATION PERIOD	FY 2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU

DEPARTMENT	CCU
EVALUATION PERIOD	FY 2025

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive (for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding**
	Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note: a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory**
	Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory**
	Performance consistently meets expectations in all essential areas of responsibility.

2	**Inconsistently Meets Expectations / Marginal**
	Performance inconsistently meets expectations in one or more essential areas of responsibility. A less than satisfactory result requiring improvement(s) to come up to standard.
1	**Fails To Meet Expectations / Unsatisfactory**
	Performance consistently below expectations. Significant improvement is needed in one or more essential areas. Results may also reflect / demonstrate counter-productive behaviors that have negative outcomes or consequences. A plan to correct performance, including timelines, must be developed and monitored to improve and measure progress. Note: a rating of 1 requires qualification.

SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles: Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score:

1.0	**Managing Operations**	**60% of total performance score**
2.0	**Managing Finance**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	**Managing Operations (Legal) – Internal and External**	**60% of total performance score**

		Annual Rating
1.1	Managing Operations: Represent/Protect the interest of the CCU/GPA	
1.1.1	Assists the CCU and General Manager in determining the policies, procedures, rules, and regulations of GPA.	
1.1.2	Effective counsel provided to the GM and CCU on legal issues, negotiations, claims, disputes, investigations, litigation	
1.1.3	Effective coordination and preparation of local and federal filings, pleadings, petitions, and other required legal documents	
1.1.4	Effectively coordinates, confers and works with other legal officers, including the Attorney General, Governor's counsel, in matters relating to the CCU, GPA, and other parties	
1.1.5	Represents the CCU/GPA in negotiations, hearings, depositions and other legal proceedings in local and federal courts as required	

		Annual Rating
1.2	Managing Operations: Confers with the CCU and GPA personnel on various administrative legal matters concerning GPA.	
1.2.1	Review for legal soundness and accuracy, program materials originating from different GPA divisions.	
1.2.2	Effectively counsels, coordinates and works with GM to represent GPA in personnel disciplinary actions, Civil Service Commission proceedings and other personnel dispute proceedings as required	
1.2.3	Effectively counsels, coordinates and works with GM to represent GPA in any personnel-related civil actions, criminal investigations or proceedings	
1.2.4		
1.2.5		

		Annual Rating
1.3	Managing Operations: Representation on Regulatory Matters	
1.3.1	Represent GPA in connection with legal matters before the Guam Legislature, boards and other agencies of Guam.	
1.3.2	Review, draft, or present testimony to the Legislature concerning the CCU and GPA.	
1.3.3	Effectively supports/defends GPA's position with regulatory consultants, administrative law judges (ALJs), enforcement attorneys, in applicable proceedings	
1.3.4	Effectively develops and presents cases before deliberative regulatory entities	
1.3.5	Efficiently drafts and files motions, pleadings and orders required	

		Annual Rating
1.4	Managing Operations: Management of Procurements and Contractual Matters	
1.4.1	Effectively consults, coordinates and works with GM, procurement and end users to execute timely procurements in accordance with GPA needs	
1.4.2	Effectively counsel, coordinates and works with the GM to manage and resolve procurement protests and contract disputes	
1.4.3	Effectively manages alternative dispute resolution proceedings, such as mediation or arbitration, when required	
1.4.4	Effectively consults, coordinates and works with GM in representing GPA in procurement appeals with the Office of Public Accountability	
	Average Score **Weighted Average**	

2.0	**Managing Finance**	**10% of total performance score**

		Annual Rating
2.1	Plan, develop and establish reasonable budget for legal division administration	
2.2	Tract actual expenditures and monitor budget to access and guide legal administrative activities	

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Updated 11/10/20; Adopted 3/23/21

2.3	Properly plan, monitor and control procurements and administrative activities to prevent shortfalls and overages in materials, services and resources needed for legal operations	
	Average Score Weighted Average	

SECTION B	PERSONAL COMPETENCIES

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score:

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

			Annual Rating
1.0	**Strategic Perspective**	**5% of total performance score**	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer-term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager:

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

			Annual Rating
2.0	**Building Teams**	**5% of total performance score**	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager:

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision-making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals

- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

Annual Rating

3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager:

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating
- confronts difficult issues openly

Annual Rating

4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager:

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
- checks validity of own thinking with others
- excellent at gathering and assessing information to determine the optimum way to perform

- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors

Annual Rating

5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager:

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

Annual Rating

6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive or they may be strong in all aspects.

Behavior Indicators - An Effective Manager:

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation

- approaches the decision-making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways
- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

	Average Score **Weighted Average**		
	Total Evaluated Score		

SECTION C	**PERFORMANCE COMMENTS**

Note: In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments. This section can also be used for general comments concerning the employee's performance.

Section

SECTION E	PERSONAL DEVELOPMENT

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc. (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	EXAMPLE
3	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take in excess of two (2) years to obtain**
2	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take one (1) to two (2) years to obtain**
1	**The achievement of: Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc. that take two (2) to twelve (12) months to obtain**

Notes:
The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc. achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc. achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	Authorizing Institution	Pass Grade (where provided)
1.0			

2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			
9.0			
10.0			

Proposed Increase (number of sub-steps)

SECTION F	**CONFIRMATION / SIGNATURES**

GPA GENERAL COUNSEL **Marianne Woloschuk**	**EVALUATION PERIOD:** **FY2025**	**RATING:**

Conclusion of Evaluation

Employee Confirmation: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with the CCU Commissioners. My signature does not necessarily mean that I agree with the rating.

Employee Name: *Marianne Woloschuk* *Signature:*_____ *Date:*_____

CCU Acknowledgement

CCU: *Francis E. Santos* *Signature:*_____ *Date:*_____
(authorization) *CCU Chairperson*

Comments:

Employee Acknowledgment

*Signature:*_____ *Date:*_____

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Updated 11/10/20; Adopted 3/23/21

GUAM WATERWORKS AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

Executive Management

NAME OF EMPLOYEE	Taling M. Taitano, CPA, CGFM, CGMA
POSITION TITLE	Chief Financial Officer
DIVISION	Finance
DEPARTMENT	Guam Waterworks Authority
EVALUATION PERIOD	FY2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU
DEPARTMENT	CCU
EVALUATION PERIOD	FY2025

Updated 11/12/20; Adopted 3/23/21

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive (for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding** Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note: a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory** Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory** Performance consistently meets expectations in all essential areas of responsibility.
2	**Inconsistently Meets Expectations / Marginal** Performance inconsistently meets expectations in one or more essential areas of responsibility. A less than satisfactory result requiring improvement(s) to come up to standard.
1	**Fails To Meet Expectations / Unsatisfactory** Performance consistently below expectations. Significant improvement is needed in one or more essential areas. Results may also reflect / demonstrate counter-productive behaviors that have negative outcomes or consequences. A plan to correct performance, including timelines, must be developed and monitored to improve and measure progress. Note: a rating of 1 requires qualification.

SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles : Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score :

1.0	**Managing Operations**	**30% of total performance score**
2.0	**Managing Finance**	**15% of total performance score**
3.0	**Managing People**	**15% of total performance score**
4.0	**Managing Information**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	**Managing Operations (Finance)**	**30% of total performance score**

		Annual Rating
1.1	Plan, organize, staff, direct and coordinate all accounting activities	
1.1.1	Effectively develops, updates and implements accounting procedures and practices in accordance with generally accepted accounting principles (GAAP), water utility accounting standards, and CCU policies	
1.1.2	Develop metrics associated with low risk auditee and implement effective internal controls to ensure compliance with GAAP; work with IA to document controls and SOPs	
1.1.3	Effectively manage cash flow, prompt payment of obligations, prompt collection of revenue	
1.1.4	Maintain required reserves and debt service coverage requirements using bond indenture metrics of 1.2 – 1.5	

Updated 11/12/20; Adopted 3/23/21

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1.1.5	Prepare, present regular financial reports to the GM and the CCU at regular monthly meetings and as requested/required	
1.1.6	Prepare special financial analyses as required to support GM and management team in addressing any operational, maintenance or capital improvement issues	

Annual Rating

1.2	Organize, staff, coordinate and direct financial planning activities for GWA budget

1.2.1	Oversee and direct the development and preparation of annual budgets	
1.2.2	Prepare Five-year projections for audit ratings and financial plan to support regular O&M and GWA's Capital Improvement Program	
1.2.3	Work with GM and management team to develop 20-year master plan, and oversee/direct the development of the financial model needed to support to Capital Improvement Program	
1.2.4	Oversee/direct the development, preparation and publication of Rate case filings; work with GM, Counsel and management team in the approval and defense of the rate case before the CCU and the PUC	
1.2.5	Coordinate and work with the GM and management team in the implementation of GWA's Asset Management System; develop and implement financial procedures to support the asset management program	

Annual Rating

1.3	Organize, staff, coordinate and direct CIP, bond and grant financing for GWA

1.3.1	Work with GM and management team to develop, secure approval and implement plan of finance to support CIP, to include IFCIP, grants and bonds	
1.3.2	Prepare supporting financial information for financing approval by CCU, PUC and the Legislature	
1.3.3	Work with GM and Counsel to develop required documentation for grant applications, credit ratings, indenture, investment statements, marketing and sales efforts	
1.3.4	Oversee and direct the preparation and reporting required tax, arbitrage and financial performance filings and disclosures, etc.	
1.3.5	Work with GM and management team to periodically review financial plan to reduce the cost of borrowing, maximize Grant funding	

Updated 11/12/20; Adopted 3/23/21

		Annual Rating
1.4	Financial Management	
1.4.1	Implement, maintain and effectively utilize enterprise financial management system	
1.4.2	Promptly close the Fiscal Year's books and coordinate the timely performance of GWA's annual audit with favorable findings	
1.4.3	Effectively identify, assess, and manage GWA's financial risk and oversee, in coordination with the management team, the procurement of required insurances to address identified risks	
1.4.4	Effectively coordinate with GM and management team to assure the proper financial resources are in place to implement and maintain GWA's Asset Management program	
1.4.5	Work with GM and management team to improve efficiency and economy of all procurements. Metrics to be provided by CFO	

		Annual Rating
1.5	Management of Personnel / Administrative Matters	
1.5.1	Effectively coordinates and works with GM and management team to process recruitments, promotions and other personnel actions to ensure staffing levels are maintained. Personnel action forms processed with specific turnaround time.	
1.5.2	Effectively coordinates and works with GM and management team to prioritize and process procurements to ensure critical inventory levels are maintained	
1.5.3	Regularly reviews and evaluates business processes with GM and management team to identify and recommend improvements	
	Average Score **Weighted Average**	

2.0	**Managing Finance**	**15% of total performance score**

		Annual Rating
2.1	Plan, develop and establish reasonable budget for Finance Division administration	
2.2	Track actual expenditures and monitor actual vs budget to assess and guide Finance/accounting administrative activities	
2.3	Properly plan, monitor and control procurements and administrative activities to prevent shortfalls and overages in materials, services and resources needed for Finance/accounting operations	

Updated 11/12/20; Adopted 3/23/21

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2.4	Assess and manage labor resources to minimize overtime and adjust staffing for appropriate levels for Finance/Accounting Division administration requirements	
	Average Score **Weighted Average**	

3.0	**Managing People**	**15% of total performance score**

Annual Rating

3.1	Apply personnel rules, regulations, policies, procedures and mandates fairly amongst assigned employees	
3.2	Develop, track and report on annual operational and professional goals and objectives with assigned staff	
3.3	Demonstrate as role model, and foster the qualities, skills and values expected of GWA employees; promote and demonstrate ethical behavior, fairness and honesty	
3.4	Provide training and mentorship throughout the organizational unit and the number of employees that received training on FMS	
3.5	Motivate, lead and encourage assigned staff toward excellence	
	Average Score **Weighted Average**	

4.0	**Managing Information**	**10% of total performance score**

Annual Rating

4.1	Gather, analyze and division performance data with regular monthly reports to CCU and GM.	
4.2	Analyze financing, procurement, regulatory and other issues as assigned and develop recommendations with supporting data justification	
4.3	Ensure all governance (CCU) and regulatory (PUC, Bond, Investor etc.) reports, resolutions, petitions, filings, and other documents are posted and/or submitted timely, and maintained for proper compliance recordkeeping	
4.4	Provide relevant financial and accounting data and supporting information to other divisions in timely manner	
4.5	Manage and disseminate feedback on activities and management directives both up and down the chain of command	
4.6	Stretch good of internal department financial reporting	
	Average Score **Weighted Average**	

Updated 11/12/20; Adopted 3/23/21

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SECTION B	PERSONAL COMPETENCIES

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score :

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

			Annual Rating
1.0	**Strategic Perspective**	**5% of total performance score**	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager :

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

			Annual Rating
2.0	**Building Teams**	**5% of total performance score**	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager :

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals

Updated 11/12/20; Adopted 3/23/21

- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

			Annual Rating
3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager :

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating
- confronts difficult issues openly

			Annual Rating
4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager :

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
- checks validity of own thinking with others
- excellent at gathering and assessing information to determine the optimum way to perform
- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factor

Updated 11/12/20; Adopted 3/23/21

			Annual Rating
5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager :

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

			Annual Rating
6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive or they may be strong in all aspects.

Behavior Indicators - An Effective Manager :

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation
- approaches the decision making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways
- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

Updated 11/12/20; Adopted 3/23/21

	Average Score **Weighted Average**		
	Total Evaluated Score		

SECTION C	**PERFORMANCE COMMENTS**

Note : In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments.
This section can also be used for general comments concerning the employee's performance.

Section

SECTION D	**DEVELOPMENTAL RECOMMENDATIONS**

Use this section to record training and development goals over the next review period

Updated 11/12/20; Adopted 3/23/21

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SECTION E	PERSONAL DEVELOPMENT

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	EXAMPLE
3	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take in excess of two (2) years to obtain**
2	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take one (1) to two (2) years to obtain**
1	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take two (2) to twelve (12) months to obtain**

Notes :

The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

Updated 11/12/20; Adopted 3/23/21

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All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	**Authorizing Institution**	**Pass Grade (where provided)**
1.0			
2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			
9.0			
10.0			

Proposed Increase (number of sub-steps)

(CCU to Complete)

Updated 11/12/20; Adopted 3/23/21

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SECTION F	CONFIRMATION / SIGNATURES

GWA CHIEF FINANCIAL OFFICER Taling M. Taitano, CPA, CGFM, CGMA	EVALUATION PERIOD: FY2025	RATING:

Conclusion of Evaluation

To the Employee: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with my supervisor. My signature does not necessarily mean that I agree with the rating.

Employee Name: Taling M. Taitano *Signature:*_____ *Date:*_____

CCU Acknowledgement

CCU: Francis E. Santos *Signature:*_____ *Date:*_____
CCU Chairperson

Comments:

Employee Acknowledgment

Signature: _____ *Date:*_____

Updated 11/12/20; Adopted 3/23/21

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GUAM POWER AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

MANAGERS

NAME OF EMPLOYEE	John J. Kim
POSITION TITLE	Chief Financial Officer
DIVISION	Finance
DEPARTMENT	Guam Power Authority
EVALUATION PERIOD	FY 2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU
DEPARTMENT	CCU
EVALUATION PERIOD	FY 2025

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive (for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding**
	Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note : a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory**
	Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory**
	Performance consistently meets expectations in all essential areas of responsibility.
2	**Inconsistently Meets Expectations / Marginal**
	Performance inconsistently meets expectations in one or more essential areas of responsibility. A less than satisfactory result requiring improvement(s) to come up to standard.

1	**Fails To Meet Expectations / Unsatisfactory**
	Performance consistently below expectations. Significant improvement is needed in one or more essential areas. Results may also reflect / demonstrate counter-productive behaviors that have negative outcomes or consequences. A plan to correct performance, including timelines, must be developed and monitored to improve and measure progress. Note : a rating of 1 requires qualification.

SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles : Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score :

1.0	**Managing Operations**	**30% of total performance score**
2.0	**Managing Finance**	**15% of total performance score**
3.0	**Managing People**	**15% of total performance score**
4.0	**Managing Information**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	Managing Operations	30% of total performance score

		Annual Rating
1.1	Plan, organize, staff, direct and coordinate all accounting activities of the Authority.	
1.1.1	Establishes and maintains accounting policies and practices and conduct of work consistent with Board and the Authority. (i.e. FERC, GASB, audit)	
1.1.2	Manage the Authority's accounting and fiscal activities to ensure compliance with established policies and procedures and regulatory guidelines. (i.e. internal audit)	
1.1.3	Manage the billing of rate payers for electrical services, the maintenance of accounts receivable and the collection of all revenue due in protection of the Authority's credit standing and other interests. (i.e. bad debt ratio)	
1.1.4	Manage the payment of vendors and contractor's invoices for services and supplies rendered in a manner designed to protect the Authority's credit standings and ensure the steady flow of necessary supplies and materials. (i.e. Debt service coverage, Days Payable Outstanding, Days of cash)	

		Annual Rating
1.2	Financial Planning	
1.2.1	Prepare annual budget	
1.2.2	Maintain 5 yr projections, 10-year road map	
1.2.3	File rate cases as necessary	

		Annual Rating
1.3	Monitor the financial interests of the Authority.	
1.3.1	Provides recommendations to the General Manager for the investment of funds and the sale of bonds.	
1.3.2	Update Policies and SOP as necessary	
1.3.3	Provides reports on financial operations as required by the CCU.	
1.3.4	Execute effective planning, asset management and monitor the overall financial health of the Authority.	

1.3.5	Participate in decision-making and strategic planning session with other GPA management.	
1.3.6	Make suggestions and recommendations that effectively contribute to decision and/or policy making process.	

Annual Rating

1.4	Coordinates the assembly and presentation of the Authority's annual budget for the review by the General Manager and the CCU.	
1.4.1	Review budget performance on a monthly basis to determine shortfall or surpluses	
1.4.2	Review budget performance with division managers to ensure fiscal accountability and responsibility.	
	Average Score **Weighted Average**	

2.0	**Managing Finance & Accounting**	**15% of total performance score**

Annual Rating

2.1	Develops, reports, and analyzes the Authority's cash flow trends, cash forecasts, revenue projections, expenditure patterns and estimates, and other similar accounting data.	
2.2	Prepares monthly and annual financial statements and reports and interprets the results for guidance for the General Manager and Board.	
2.3	Timely payroll and filing	
	Average Score **Weighted Average**	

3.0	**Managing People**	**15% of total performance score**

Annual Rating

3.1	Conducts supervisory reviews and performance evaluations for CFO staff.	
3.2	Develop staff and training	

	Average Score **Weighted Average**	

4.0	**Managing Information**	**10% of total performance score**

Annual Rating

4.1	Maintain and update the Authority's rate setting model to ensure proper allocation of costs and the appropriate setting of rates to ensure cost recovery. (i.e. LEAC)	
4.2	Provide written annual reports of the affairs of GPA no later than four (4) months after the financial audit is complete for the fiscal year. (i.e. Citizen Centric Report)	
4.3	Performs other duties as required.	
4.4		
	Average Score **Weighted Average**	

SECTION B	**PERSONAL COMPETENCIES**

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score :

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Annual Rating

1.0	**Strategic Perspective**	**5% of total performance score**	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager :

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

Annual Rating

2.0	**Building Teams**	**5% of total performance score**	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager :

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals
- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

Annual Rating

3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager :

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating

- confronts difficult issues openly

Annual Rating

4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager :

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
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- excellent at gathering and assessing information to determine the optimum way to perform
- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors

Annual Rating

5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager :

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

			Annual Rating
6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive or they may be strong in all aspects.

Behavior Indicators - An Effective Manager :

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation
- approaches the decision making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways
- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

	Average Score **Weighted Average**		
	Total Evaluated Score		

SECTION C	**PERFORMANCE COMMENTS**

Note : In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments. This section can also be used for general comments concerning the employee's performance.

Section

SECTION D	DEVELOPMENTAL RECOMMENDATIONS

Use this section to record training and development goals over the next review period

SECTION E	PERSONAL DEVELOPMENT

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	**EXAMPLE**
3	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take in excess of two (2) years to obtain**
2	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take one (1) to two (2) years to obtain**
1	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take two (2) to twelve (12) months to obtain**

Notes :

The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	**Authorizing Institution**	**Pass Grade (where provided)**
1.0			
2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			
9.0			
10.0			

Proposed Increase (number of sub-steps)

SECTION F	CONFIRMATION / SIGNATURES

GPA CHIEF FINANCIAL OFFICER John J. Kim	EVALUATION PERIOD: FY 2025	RATING:

Conclusion of Evaluation

Employee Confirmation: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with the CCU Commissioners. My signature does not necessarily mean that I agree with the rating.

Employee Name: *John J. Kim* *Signature:* _____ *Date:* _____

CCU Acknowledgement

CCU: *Francis E. Santos* *Signature:* _____ *Date:* _____
(authorization) *CCU Chairperson*

Comments :

Employee Acknowledgment

Signature: _____ *Date:* _____

GUAM POWER AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

MANAGERS

NAME OF EMPLOYEE	John M. Benavente, P.E.
POSITION TITLE	General Manager
DIVISION	Executive Office
DEPARTMENT	Guam Power Authority
EVALUATION PERIOD	FY 2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU
DEPARTMENT	CCU
EVALUATION PERIOD	FY 2025

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive (for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding**
	Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note : a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory**
	Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory**
	Performance consistently meets expectations in all essential areas of responsibility.
2	**Inconsistently Meets Expectations / Marginal**
	Performance inconsistently meets expectations in one or more essential areas of responsibility. A less than satisfactory result requiring improvement(s) to come up to standard.

1	**Fails To Meet Expectations / Unsatisfactory** Performance consistently below expectations. Significant improvement is needed in one or more essential areas. Results may also reflect / demonstrate counter-productive behaviors that have negative outcomes or consequences. A plan to correct performance, including timelines, must be developed and monitored to improve and measure progress. Note : a rating of 1 requires qualification.

SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles : Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score :

1.0	**Managing Operations**	**30% of total performance score**
2.0	**Managing Finance**	**15% of total performance score**
3.0	**Managing People**	**15% of total performance score**
4.0	**Managing Information**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	Managing Operations	30% of total performance score

		Annual Rating Score
1.1	Maintain reliability of the Island Wide Power System (IWPS)	
1.1.1	Administer the daily business affairs to ensure electricity customers are receiving the highest level of service at an affordable cost.	
1.1.2	Lower fuel and Energy costs; Identify improvements to eliminate waste and inefficiencies	
1.1.3	Set annual short-term goals and objectives in order to constantly improve the efficiency, reliability, and customer satisfaction of all services.	
1.1.4	Define GPA's visionary position by managing all planning functions and/or developing and pursuing new business strategies and defining key strategic initiatives for long term growth, financial security, technology optimization, safety, efficiency and reliability of all GPA operations.	
1.1.5	Comply with all federal and local laws and rules and regulations relating to Guam Power Authority	

		Annual Rating
1.2	Attend all CCU and PUC meetings	
1.2.1	Prepare and present general and/or specialized reports of the affairs of the Guam Power Authority	
1.2.2		

		Annual Rating
1.3	Plan and develop the structure of the Authority's organization and provide for its staffing by qualified individuals.	
1.3.1	Administer and approve all employee recruitment, reclassifications, terminations and promotions.	
1.3.2	Establish and preserve working conditions which are conducive to the health, safety and productive motivation of all Authority's personnel.	
1.3.3		

		Annual Rating
1.4	Provide for the determination of the Authority's costs of electric services.	

1.4.1	Recommends compensatory and competitive rates and service regulations to the Board.	

Annual Rating

1.5	Devote entire time to the business of the Authority.	

1.5	Devote entire time to the business of the Authority.	

	Summary Rating	
	Weighted Average	

2.0	**Managing Finance**	**15% of total performance score**

Annual Rating

2.1	Maintain financial solvency to meet operational capacity	
2.2.	Manage operational expenses to meet budgeted targets/levels	
2.3	Provide for the development of the Authority's financing program and present to the Board recommendations for the sale of bonds, the use of bonds proceeds and the investments of surplus funds.	
2.4	Makes oral and written reports periodically to the Board concerning the operating and financial results of the Authority.	
2.5	Publish a financial report within 120 days from the end of the fiscal year on the financial status of the Authority.	
2.6	Review the financial and system operational reports to ensure the integrity of GPA assets, their protection and ensure the IWPS is functioning safely and to the highest efficiency and effectiveness possible.	

	Summary Rating	
	Weighted Average	

3.0	**Managing People**	**15% of total performance score**

Annual Rating

3.1	Develop Sustainable workforce and leadership	
3.1.1	Implement succession planning program	
3.1.2	Implement a structured leadership and workforce training	
3.1.3	Achieve Safety Awareness & Enhanced Safety Practices	
3.1.4	Enhance Employee Satisfaction	
3.2	Define performance targets and conduct performance monitoring against performance targets or standards regularly.	
3.3	Conducts supervisory reviews and performance evaluations for Executive staff.	

	Summary Rating	
	Weighted Average	

4.0	**Managing Information**	**10% of total performance score**

Annual Rating

4.1	Attends all meetings of the Board and submit a general report of the affairs of the Authority. Maintain/improve management reporting to the CCU.	
4.2	Advises the Board as to the needs of the Authority and approve demands for the payment of obligations of the Authority within the purposes and amounts authorized by the Board.	
4.3	Provide for transparency on all GPA operations and improve accuracy of public/media communications	
4.4	Meet all required deadlines for filings, compliance reporting and public reporting (PUC filing, Consent decree, Annual report, Citizen Centric report, etc.)	
4.5		

	Summary Rating	
	Weighted Average	

SECTION A	**Summary Rating**
Summary Rating	
Weighted Score	

SECTION B	PERSONAL COMPETENCIES

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score :

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

1.0	Strategic Perspective	5% of total performance score	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager:

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

Annual Rating

2.0	Building Teams	5% of total performance score	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager :

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals
- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

Annual Rating

3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager :

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating
- confronts difficult issues openly

Annual Rating

4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager :

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
- checks validity of own thinking with others
- excellent at gathering and assessing information to determine the optimum way to perform
- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors

			Annual Rating
5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager :

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

			Annual Rating
6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive, or they may be strong in all aspects.

Behavior Indicators - An Effective Manager :

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation
- approaches the decision making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways

- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

SECTION B	Summary Rating
Summary Rating	
Weighted Score	

SECTION C	PERFORMANCE COMMENTS

Note : In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments. This section can also be used for general comments concerning the employee's performance.

Section

SECTION D	DEVELOPMENTAL RECOMMENDATIONS

Use this section to record training and development goals over the next review period

SECTION E	PERSONAL DEVELOPMENT

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	EXAMPLE
3	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take in excess of two (2) years to obtain**
2	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take one (1) to two (2) years to obtain**
1	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take two (2) to twelve (12) months to obtain**

Notes :

The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	Authorizing Institution	Pass Grade (where provided)
1.0			
2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			

9.0			
10.0			

Proposed Increase (number of sub-steps)

SECTION F	**CONFIRMATION / SIGNATURES**

Final Summary Rating	**Weighted Score**
Section A	
Section B	
Total Evaluation Score	

GPA GENERAL MANAGER **John M. Benavente, P.E.**	**EVALUATION PERIOD:** **2025**	**RATING:**

Conclusion of Evaluation

Employee Confirmation: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with the CCU Commissioners. My signature does not necessarily mean that I agree with the rating.

Employee Name: *John M. Benavente, P.E.* *Signature:* _____ *Date:* _____

CCU Acknowledgement

CCU: *Francis E. Santos* *Signature:* _____ *Date:* _____
(authorization) *CCU Chairperson*

Comments:

Employee Acknowledgment

Signature: _____ *Date:* _____

GUAM WATERWORKS AUTHORITY

GUAM WATERWORKS AUTHORITY

WORK PLANNING AND PERFORMANCE EVALUATION FORM

EXECUTIVE MANAGEMENT

NAME OF EMPLOYEE	Miguel C. Bordallo, P.E.
POSITION TITLE	General Manager
DIVISION	Executive
DEPARTMENT	Guam Waterworks Authority
EVALUATION PERIOD	FY2025

NAME OF DIRECT SUPERVISOR	Consolidated Commission on Utilities
POSITION TITLE	Commissioners
DIVISION	CCU
DEPARTMENT	CCU
EVALUATION PERIOD	FY2025

INTRODUCTION

Whilst this form provides a structured framework for documenting and assessing work performance its success as a management / supervisory tool is to facilitate an open and honest discussion on performance. Whilst ongoing performance feedback, particularly against the key performance indicators (KPI's) outlined in Section A should be occurring on a regular basis (throughout the review period) the benefits of positive and constructive feedback are well documented, and with this in mind, it is important to ensure that the agreed ratings are an accurate reflection of the employees' performance over the review period. Inaccurate assessments are counter-productive

Updated Nov2020; Adopted 3/23/21

(for both the company and the employee) as both the link to training and development and compensation becomes distorted and the implications far reaching, not only internally but externally in terms of the company's ability to consistently meet the expectations of customers.

Rating Scale

5	**Significantly Exceeds Expectations / Outstanding** Performance significantly exceeds expectations in all essential areas of responsibility. An outstanding result qualified by an exceptional or unique contribution in support of the section, department or division or the successful completion of a major goal or project. This rating is achievable by any employee although given infrequently. Note : a rating of 5 requires qualification.
4	**Exceeds Expectations / Above Satisfactory** Above standard performance with results exceeding expectations in all essential areas of responsibility.
3	**Meets Expectations / Satisfactory** Performance consistently meets expectations in all essential areas of responsibility.
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SECTION A	**KEY PERFORMANCE INDICATORS (KPI's)**

Overview

Research has shown that the functions managers undertake can be grouped into four key generic roles : Managing Operations, Managing Finance, Managing People and Managing Information. Within each role a small number of agreed KPI's should be identified (where possible) as a basis for assessing and improving the performance of managers on an annual basis. Please note that the identification of KPI's may be difficult with some positions resulting in broader job statements or job standards being documented. This however should not detract from the primary goal of quantifying the work required wherever possible. Please note that the review period may eventually be reduced to six-monthly or even quarterly. In brief, the KPI's refer to personal targets for managers to focus their performance (i.e. over the review period) in order to fulfill their responsibilities and to maximize their contribution to the organization.

Performance Allocation

Performance against the key roles (see below) accounts for 70% of the total performance score :

1.0	**Managing Operations**	**30% of total performance score**
2.0	**Managing Finance**	**15% of total performance score**
3.0	**Managing People**	**15% of total performance score**
4.0	**Managing Information**	**10% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Key Performance Indicators (KPI's)

1.0	**Managing Operations**	**30% of total performance score**

		Annual Rating
1.1	Reliability of Water and Wastewater Systems	
1.1.1	Reduction in frequency and duration of water service outages	
1.1.2	Improvement in water pump station reliability	
1.1.3	Reduction in frequency and duration of SSOs	
1.1.4	Improvement in wastewater pump station reliability	
1.1.5	Improve/maintain WTP/Wells reliability	
1.1.6	Improve/maintain WWTP reliability	
1.1.7	Maintain minimum/maximum service pressure levels (water)	

		Annual Rating
1.2	Compliance of Water and Wastewater Systems	
1.2.1	Maintain compliance with drinking water quality standards	
1.2.2	Maintain compliance with wastewater effluent permit requirements	
1.2.3	Maintain internal QA/QC process	
1.2.4	Improve customer compliance programs (cross-connection, source control)	
1.2.5	Meet Court Order and Consent Decree requirements	

		Annual Rating
1.3	Systems Safety, Security, and Resiliency	
1.3.1	Improve systems physical security	
1.3.2	Improve systems cybersecurity	
1.3.3	Ensure safe work environment	
1.3.4	Maintain Emergency Response Plan and readiness	
1.3.5	Maintain Continuity of Operations Plan and readiness	
1.3.6	Improve water resources/aquifer protection	

		Annual Rating
1.4	Capital Improvement Program (CIP) / System Renewals	
1.4.1	Update/maintain Water Resources Master Plan and 5-Year CIP	
1.4.2	Achieve target CIP spending plan / annual renewals	
1.4.3	Achieve water system expansion goals	
1.4.4	Achieve wastewater system expansion goals	
1.4.5	Achieve NRW / water loss reduction goals	

		Annual Rating
1.5	Long Term Strategic Objectives	
1.5.1	Advance GWA/DoD System Integration	
1.5.2	Improve/maintain investment-grade credit ratings	
1.5.3	Balance long-term debt financing and revenue financing	
1.5.4	Improve/maintain affordability of service	
1.5.5	Improve/maintain liquidity and reserves	
1.5.6	Achieve personnel compensation migration (percentile) objectives	

			Annual Rating
2.0	**Managing Finance**	**15% of total performance score**	
2.1	Maintain financial capacity to meet operational needs		

2.2	Manage operational expenses to meet budgeted levels	
2.3	Meet/exceed minimum debt service coverage ratio requirements/targets	
2.4	Maintain all cash reserve fund requirements/targets	
2.5	Identify cost efficiencies / eliminate waste	

3.0	**Managing People**	**15% of total performance score**

Quarterly Rating

3.1	Improve recruitment and retention of qualified staff	
3.2	Improve/maintain succession planning for management/supervisory personnel	
3.3	Improve employee satisfaction and pride	
3.4	Enhance employee training and development programs	
3.5		

4.0	**Managing Information**	**10% of total performance score**

Annual Rating

4.1	Meet publication deadlines for all required public report filings (Annual Report, EPA Annual WQR, Citizen Centric Report, etc.)	
4.2	Improve accuracy of public / media communications	
4.3	Broaden public outreach for GWA CIP and System Improvements	
4.4	Maintain/enhance management reporting to CCU	
4.5	Meet all compliance reporting requirements (Court Order, Consent Decree)	

SECTION B	PERSONAL COMPETENCIES

Overview

The personal competencies listed below are those used by effective managers to make decisions and achieve results and can be observed through the key behaviors outlined. The competencies work together to achieve results. One competency may be dominant in a particular situation or event, but it will usually be supported by other competencies. As the event unfolds, another competency will become dominant. Some competencies are about independent action, others are about working closely with colleagues, some call for analytical and logical thinking, whilst others are about creativity.

It is important to remember that the behaviors and competencies outlined are not valuable on their own. They are valuable only insofar as they help managers achieve results. Effective managers use their judgment to apply the right competency at the right time although they tend not to be strong in every competency but display a variety of different profiles with regards strengths, styles and preferences. Across management teams it is valuable to understand the profiles of individual team members and exploit those skills accordingly.

Performance Allocation

Performance against the key personal competencies (see below) accounts for 30% of the total performance score :

1.0	**Strategic Perspective**	**5% of total performance score**
2.0	**Building Teams**	**5% of total performance score**
3.0	**Communication**	**5% of total performance score**
4.0	**Information Search**	**5% of total performance score**
5.0	**Achievement Focus**	**5% of total performance score**
6.0	**Judgment**	**5% of total performance score**

Rating

Please use the rating scale provided to rate the employee and mark the rating in the box provided.

Annual **Quarterly**

Rating

1.0	**Strategic Perspective**	**5% of total performance score**	

This competence concerns the manager being able to place immediate goals and activities in a strategic context. This involves seeing how one area of activity is affected by, and affects, other parts of the organization or its environment. The competence involves taking a longer term perspective, considering what will happen several years hence, and establishing a vision of the future. An important part of the competence lies in managers setting out their vision of the future to others in such a way as to gain acceptance and support.

Behavior Indicators - An Effective Manager :

- works towards a vision of the future based on a strategic perspective
- acts with good understanding of how different parts, needs or functions of the organization and its environment fit together
- clearly relates goals and actions to the strategic aims of the business
- takes opportunities when they arise to achieve longer term aims or needs
- demonstrates competence in goal setting, identifying possible courses of action, implementing and monitoring them
- can disseminate strategic goals into KPI's for subordinate staff
- has highly developed skills in analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors
- demonstrates foresight (predicting / forecasting)

Annual Rating

2.0	**Building Teams**	**5% of total performance score**	

This competence concerns working effectively with others at the same level or more junior level with the organization. The manager may use the key behavior in the context of a loose team or a coalition of peers from other parts of the organization and/or in the context of an immediate group of direct reports. The first two behaviors are about encouraging co-operative working. Depending on the circumstances, this can be achieved either formally or informally and the team may be well defined and established or a loose group of managers who do not necessarily see themselves as a "team". The third behavior is an aspect of empowerment, where the manager involves others in the process of making difficult decisions, and takes time to involve others in order to explore the problem and to contribute solutions. The final behavior is about evaluating the capabilities of the people who report to the manager.

Behavior Indicators - An Effective Manager :

- keeps others informed about plans and progress
- builds a desire to work together and builds co-operation within a team
- builds ownership of controversial decisions by involving others in the decision making process
- evaluates people's capability to do the job and takes action
- is very capable of balancing self and team interests to meet collective goals
- contributes positively by sharing information and listening and accepting others' points of view
- respects the thoughts and opinions of other team members
- positively influences the way the team works together
- facilitates and influences positive outcomes that focus on organizational goals
- recognizes conflicts that arise within the team and acts to bring these out into the open

Annual Rating

3.0	**Communication**	**5% of total performance score**	

This competence concerns communicating clearly with others. It may be used in a wide range of circumstances, from formal presentations to day-to-day meetings. A feature of managers with this competence is that they carefully consider what message they wish to communicate and then decide how best to do so. This may involve thorough planning of a presentation, the use of different media to reinforce a message, or even the establishment of systems to ensure good communication within the department or organization. Effective managers use this competence to achieve results. They communicate to inform, instruct, persuade and encourage others to communicate with them. Managers who are particularly competent in this area exhibit conviction and belief in what they have to say, which is closely linked to the self-confidence competency.

Behavior Indicators - An Effective Manager :

- conveys difficult ideas and problems in a way that aids understanding
- recognizes and responds to the needs and feelings of others
- demonstrates excellent verbal and written communication skills
- is very confident and competent in describing situations and actions
- effectively conveys and receives ideas, information and directions
- receives, interprets, understands and responds very well to verbal messages and other cues
- is assertive while being open minded and adaptable to difference of opinions
- has the ability to be very concise and clear when communicating
- confronts difficult issues openly

Annual Rating

4.0	**Information Search**	**5% of total performance score**	

This competence concerns gathering information to inform decision making. Effective managers seek facts and informed opinion in order to understand new or complex situations. Sometimes the manager will remain open-minded and suspend judgment until all the relevant facts are known. In other cases, the manager reaches a conclusion on the basis of an insight or limited personal knowledge, and then seeks more factual data to confirm or refute this conclusion.

Behavior Indicators - An Effective Manager :

- pushes for concrete information in an ambiguous situation
- seeks information from multiple sources to clarify a situation
- checks validity of own thinking with others
- excellent at gathering and assessing information to determine the optimum way to perform
- is very competent with personal planning and organizational skills
- has highly developed skills at analyzing and interpreting data and situations
- is very competent at diagnosing problems and identifying causal factors

			Annual Rating
5.0	**Achievement Focus**	**5% of total performance score**	

Managers with this competence are geared towards achieving results and they will set ambitious goals and objectives for themselves and others. They will also deal with problems as they arise, and take advantage of any emerging opportunities. Recognizing and evaluating the risks that may lie ahead, and then taking firm action, is an aspect of this competence.

Behavior Indicators - An Effective Manager :

- sets high quality goals that are demanding of self and others
- sets key performance indicators and priorities in uncertain and complex situations
- tackles problems or takes advantage of opportunities as they arise
- calculates risks and takes decisive action
- focuses personal attention on specific details that are critical to the success of a key event
- is an energetic self-starter, highly motivated and results driven
- generates enthusiasm and energy by maintaining a positive attitude
- expresses confidence in the success of plans or initiatives (this includes showing commitment to a course of action)
- takes personal responsibility for making things happen
- is persistent in pursuing goals despite obstacles and setbacks
- is very competent with personal planning and organizational skills
- is very capable at gathering and assessing information to determine the optimum way to perform
- uses time and resources very effectively

			Annual Rating
6.0	**Judgment**	**5% of total performance score**	

This competence concerns using a range of skills to evaluate situations and people and to develop plans and approaches for actions. Effective managers use analytical and logical approaches to understand people and events and to establish priorities and connections. They also use creative and intuitive approaches to assessing situations and problems and to producing solutions. Effective managers may demonstrate different profiles within this competence, some being more creative and intuitive or they may be strong in all aspects.

Behavior Indicators - An Effective Manager :

- identifies the most important issues in a complex situation
- identifies implications, consequences or casual relationships in a situation
- uses a range of ideas to explain the actions, needs and motives of others
- focuses on facts, problems and solutions when handling an emotional situation
- approaches the decision making process with a positive attitude and views the situation as an opportunity / challenge
- can explain decision(s) to those involved and affected and will follow up to ensure implementation
- uses instinct and intuition to assess situations and people
- identifies new patterns and interprets events in new ways
- has an excellent understanding of processes and quality improvement
- can prioritize problems and deal with them one at a time

SECTION C	PERFORMANCE COMMENTS

Note : In Sections A & B all performance ratings of 1 or 5 must be individually substantiated with comments.
This section can also be used for general comments concerning the employee's performance.

Section

SECTION D	DEVELOPMENTAL RECOMMENDATIONS

Use this section to record training and development goals over the next review period

SECTION E	PERSONAL DEVELOPMENT

Overview

Personal development focuses on initiatives taken by the employee or with the Authority's support that demonstrates a positive and proactive approach to personal growth and development. The intent here is to both recognize and reward employees for relevant achievements in excess of the minimum educational requirements of the position e.g. this may be in the form of a higher educational qualification(s), professional qualification(s), certification(s), license(s) etc.

Performance Allocation

Having achieved higher educational qualification(s), professional qualification(s), certification(s), license(s) etc (in excess of the minimum educational requirements of the position) the financial benefits (see table example below) will take the form of additional sub-steps being awarded in excess of those received from this appraisal process.

Please note that where the Authority's compensation model is being adjusted to a higher market percentile(s) the additional sub-steps awarded in this section will be applied with each adjustment and will continue until such time the Authority has reached its targeted position in the market.

Number of additional sub-steps awarded	EXAMPLE
3	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take in excess of two (2) years to obtain**
2	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take one (1) to two (2) years to obtain**
1	**The achievement of : Higher Educational Qualifications / Professional Qualification(s) / Certification(s) / License(s) etc that take two (2) to twelve (12) months to obtain**

Notes :

The awarding of sub-step(s) following the attainment of multiple achievements or individual achievements taking less than two (2) months to obtain or any decision to include a particular achievement will be at the discretion of the General Manager.

All achievements must be current and valid (where required) for the additional sub-step(s) to be awarded.

Where progression towards a higher qualification sees an employee firstly achieving an interim qualification e.g. Engineer In Training (EIT) and then goes on to pass the Professional Engineer (PE) qualification the employee will be awarded the appropriate sub-steps for achieving the EIT qualification and then the balance of the sub-steps for achieving the PE.

Rating

Human Resources will initially assess (and score in the space provided) the proposed number of sub-steps awarded for higher educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Endorsement of this score (or otherwise) will be made by the General Manager (subject to discretionary and budget constraints) in reviewing the results of this form.

Personal Achievements

Please indicate below all relevant educational qualification(s), professional qualification(s), certification(s), license(s) etc achieved in excess of the minimum required of the position. Please note that these will be subject to verification if no record of their achievement is included in the employee's personal file held with Human Resources.

	Personal Achievements	**Authorizing Institution**	**Pass Grade (where provided)**
1.0			
2.0			
3.0			
4.0			
5.0			
6.0			
7.0			
8.0			
9.0			
10.0			

Proposed Increase (number of sub-steps)

(HR to Complete)

SECTION F	CONFIRMATION / SIGNATURES

GWA GENERAL MANAGER Miguel C. Bordallo, P.E.	EVALUATION PERIOD: FY2025	RATING:

Conclusion of Evaluation

Employee Confirmation: I have reviewed this performance evaluation on the date indicated below and have had the opportunity to discuss it with the CCU Commissioners. My signature does not necessarily mean that I agree with the rating.

Employee Name: *Miguel C. Bordallo, P.E.* *Signature:* _____ *Date:* _____

CCU Acknowledgement

CCU: *Francis E. Santos* *Signature:* _____ *Date:* _____
(authorization) *CCU Chairperson*

Comments:

Employee Acknowledgment

Signature: _____ *Date:* _____

CONSOLIDATED COMMISSION ON UTILITIES

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

GUAM WATERWORKS AUTHORITY WORK SESSION

CCU Conference Room
8:30 a.m., January 20, 2026

AGENDA

1. CALL TO ORDER

2. GWA ISSUES FOR DECISION
   - 2.1 **Resolution No. 04-FY2026** – Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM Technical Services, Inc.
   - 2.2 **Resolution No. 06-FY2026** – Relative to Approval of Septage Rates.
   - 2.3 **Resolution No. 07-FY2026** – Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

3. GWA GM REPORT
   - 3.1 Administration
   - 3.2 Compliance
   - 3.3 Engineering / Capital Improvement Program
   - 3.4 Financial
   - 3.5 Operations
   - 3.6 Other

4. OTHER DISCUSSION

5. EXECUTIVE SESSION
   - 5.1 GWA Litigation Matters
   - 5.2 GWA Personnel Matters

6. ANNOUNCEMENTS
   - 6.1 Next CCU Meetings: January 22, 2026 – GPA WS at 8:30 a.m.
     January 27, 2026 - CCU Regular Board Meeting at 5:30 p.m.

7. ADJOURNMENT

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

Issues for Decision

Resolution No. 04- FY2026
Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

What is the project's objective and is it necessary and urgent?
GWA management is seeking CCU approval of Amendment No. 3 to Owner-Engineer IDIQ contract to execute Task Order No. 3 with AECOM and increase funding accordingly to accomplish the scope as described in Exhibit F – Task Order No. 3 Fee and Scope Proposal.

Assessment and preliminary design services for the following projects for Task Order No. 3 includes:

a) Hagåtña Relief Line. Approximately 995 linear feet (LF) of a 36-inch diameter sewer pipe will be assessed for rehabilitation or replacement to help eliminate infiltration and inflow (I/I) into our sewer collections system.
b) Cars Plus Gravity Sewer Relocation. Existing collection lines currently run through the Cars Plus parking lot south of the car wash facility, and beneath several parking areas to the north end of the site. Assessments will be done on the site to determine the relocation design of the lines. Several properties along the east side of Paterno Street with be provided with cleanouts and connection points at their ROW lines.

As of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA).

In order to accomplish time sensitive work required by the PCD, GWA negotiated with AECOM to provide assessment and design services sewer main line (SML) mentioned above.

The objective of these projects is to improve the performance of the sewer collection/transmission system for the protection of human and environmental health and to meet the project deadlines stated in the PCD.

Where is the location?
The sewer line projects are located in villages of Hagåtña and Mongmong-Toto-Maite.

How much will it cost?
Task Order No. 3 will cost a total amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four and Four Cents ($1,344,204.04). To execute Amendment No. 3 to the Owner-Engineer IDIQ contract agreement it is necessary to increase the maximum contract amount to Nine Million Seven Hundred Fifty-one Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49).

When will it be completed?

The completion of these projects will depend on site-specific conditions including, the severity of repairs, extent of sewer transmission system replacement, environmental conditions, and permitting requirements, and available funding. The estimated completion time for these projects is two years.

What is the funding source?
The funding for this project is available through bonds, grants, internally funded capital improvement program (IFCIP) funds and SDC funds.

The RFP/BID responses (if applicable):

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

GWA RESOLUTION NO. 04-FY2026

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES FOR ISLANDWIDE SEWER COLLECTION/TRANSMISSION SYSTEM REPAIR, REHABILITATION, AND REPLACEMENT PROJECT FOR AECOM TECHNICAL SERVICES, INC., GWA PROJECT NO. S22-02-BND

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 (IDIQ) contract agreement to AECOM Technical Services, Inc. (AECOM) for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project (SEE EXHIBIT A – AECOM Agreement); and

WHEREAS, following CCU approval GWA management increased the total amount of the IDIQ Contract by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($4,035,054.17) for a new total contract amount of Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($5,035,054.17) to execute Amendment No. 1 to Task Order No. 1, and Task Order No. 2 (SEE EXHIBIT B – Contract Amendment 1); and

WHEREAS, as of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA) (SEE EXHIBIT C – Consent Decree Compliance Requirements); and

WHEREAS, in order to accomplish time sensitive work required by the PCD, GWA negotiated Task Order 2 with AECOM to conduct sewer main line (SML) assessment and preliminary design for high priority areas in the northern half of the island, and pump station (PS) assessment and complete design for high priority pump stations, Ypao PS and Mamajanao PS (SEE EXHIBIT D – AECOM Task Order 2); and

WHEREAS, GWA amended AECOM's IDIQ contract for PM-CM services under Amendment No. 2 to increase funding by Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two and Twenty-Eight Cents ($3,372,432.28), for a new total contract amount of Eight Million Four Hundred Seven Thousand Four Hundred Eighty Six Dollars and Forty-Five Cents ($8,407,486.45) to execute Amendment 1 to TO-2 for the design of The Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduction of sewer main line (SML) assessment and preliminary design of additional acute defects, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations (SEE EXHIBIT E – GWA Resolution No.36-FY2025 with Final Scope and Fee); and

WHEREAS, as work continues to progress, in order to address new PCD sewer work, GWA negotiated with AECOM to conduct the Hagåtña Relief Line Assessment and Design Project, and the CarsPlus Gravity Sewer Relocation Design Project as part of a combined Task Order No. 3 (SEE EXHIBIT F – Task Order No. 3 Fee and Scope Proposal) in the amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four and Four Cents ($1,344,204.04); and

WHEREAS, GWA management seeks CCU approval to authorize GWA management to increase the total amount of AECOM's IDIQ Contract for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation by amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four and Four Cents ($1,344,204.04) for a new maximum contract value of Nine Million Seven Hundred Fifty-one Thousand Six Hundred Ninety and Forty-Nine Cents ($9,751,690.49); and

WHEREAS, this will bring the total authorized contract amount of Nine Million Seven Hundred Fifty-one Thousand Six Hundred Ninety and Forty-Nine Cents ($9,751,690.49) to execute Amendment No. 3 to Owner-Engineer Agreement Contract and Task Order No. 3; and

WHEREAS, the funding for this request will be from Grants, Bonds, or IFCIP funds, by Task Order; and

WHEREAS, the CCU must approve all petitions that will be submitted to the PUC; and

WHEREAS, GWA Management seeks authorization to notify the Public Utilities Commission as appropriate under the Contract Review Protocol to petition for approval if the use of Bond funds exceeds the applicable threshold.

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 Task Order No. 3 is necessary to assist GWA in meeting the Partial Consent Decree requirements.
3. The CCU hereby approves the funding for Task Order No. 3 to complete the Hagåtña Relief Line Assessment and Design Project, and the CarsPlus Gravity Sewer Relocation Design Project by an amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four and Four Cents ($1,344,204.04).
4. The CCU hereby approves increasing the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by an amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four and Four Cents ($1,344,204.04) for the execution of Task Order No. 3.
5. The CCU hereby further approves the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by amount not to exceed Nine Million Seven Hundred Fifty-one Thousand Six Hundred Ninety and Forty-Nine Cents ($9,751,690.49).

6. The CCU hereby further approves the use of GWA bond funds, USEPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds to fund the IDIQ contract, Task Order No. 3.
7. The CCU further approves management to duly notify the Public Utilities Commission that this contract will exceed One Million Dollars ($1,000,000.00), and is funded by bonds identified on the GWA Capital Improvements Plan, USEPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds.

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

DULY AND REGULARLY ADOPTED, this ____ day of _____ 2025.

Certified by: Attested by:

_____ _____

FRANCIS E. SANTOS **MELVIN F. DUENAS**

Chairperson Secretary

SECRETARY'S CERTIFICATE

I, _____, 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: _____

4

DRAFT

ABSTAIN: _____

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///

///

DRAFT

EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

   c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers'' compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024. 6. 26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By: TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer 6/25/24	By: THERESA G. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96910

671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

AECOM 8414 West Soledad Avenue, Suite 708 Hagatna, Guam 96910
T 1 671 477 8326 **F** 1 671 472 8324

Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo **(excluded)**
- Constructability Review Comments
- Bid Package Review Comments **(excluded)**
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

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Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing -** For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing -** The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications -** The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule -** It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety -** Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders -** It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support -** AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions -** Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services -** The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up -** Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services -** Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technncial Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	UNITS	$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	UNITS	$/UNIT	AMOUNT
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	UNITS	$/UNIT	AMOUNT
Geotechncial (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule .
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

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Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)															
Pre-Contruction Phase				2 Months											
Construction Phase															
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,640.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,280.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

	$54,502.89			$125,533.05		$550,380.65								$80,321.29	
LABOR:	Procurement Phase			PreConstruction		Construction Phase								Close-out	
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software		$ 5,000		$ -											$ 5,000.00
GRT (5.262%)	$ 1,182	$ 946	$ 1,261	$ 3,497	$ 3,497	$ 4,685	$ 4,685	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,741	$ 4,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$69,950	$ 93,722	$ 93,722	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 74,840	$ 88,428.98	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,969.70	$88,428.98	$938,097.04

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EXHIBIT B

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

CHANGE ORDER NO. 1

Project Title: Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Project No.: S22-02-BND **RFP No.** RFP-06-ENG-2022

Contractor: AECOM Technical Services, Inc. NTP Date: June 26, 2024

TO: AECOM Technical Services, Inc.

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Martin Nakasone
Contractor Representative (PRINT)

Martin Nakasone 11/26/2024
Contractor Representative (SIGNATURE) Date

PREPARED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

REVIEWED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

RECOMMEND APPROVAL : Brett E Railey 11/26/2024
Brett Railey, P.E. Date
Acting Assistant General Manager - Engineering, GWA

NATURE OF CHANGES:

Task Order 1 Dungca Beach Project - Amendment 1
Task Order 2 Partial Consent Decree
- **Task Order Management**
- **Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)**
- **Gravity Main & Manhole Assessment & Report**
- **Ypao Pump Station Assessment & Design**
- **Mamajanao Pump Station Assessment & Design**

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE:

Contract price prior to this Change Order	$	1,000,000.00
Net INCREASE from this Change Order	$	4,035,054.17
Revised contract price after this Change Order	$	5,035,054.17

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT TIME:

Contract time prior to this Change Order, with breakdown given below.	1826	Calendar Days
Net INCREASE from this Change Order with breakdown given below (subject to approved terms and conditions)"	0	Calendar Days
Revised contract time after this Change Order	1826	Calendar Days
Revised Contract Expiration Date after this Change Order (Substantial Completion Date)	Tuesday, June 26, 2029	

CERTIFIED FUNDS AVAILABLE:

Vendor No.: 23784
Contract No.: BPA600003
Funding Source: ID/IQ Placeholder Account
G.L. NO.:
Amount: $ 4,035,054.17

12/2/2024
Taling M. Taitano, CPA, CGFM Date
Chief Financial Officer

APPROVED AS TO FORM:

11/27/2024
Theresa G. Rojas Date
Legal Counsel, GWA

Note: No additional comment.

APPROVED:

12/3/2024
Miguel C. Bordallo, P.E. Date
General Manager, GWA

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Budget Summary

AECOM Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Description	Cost	Balance
Original Agreement	$ 1,000,000.00	$ 1,000,000.00
Task Order #1 - Dungca Beach Sewer Line Relication Phase I CM Services	-$ 938,097.04	$ 61,902.96
ID/IQ Agreement - Amendment #1	$ 4,035,054.17	$ 4,096,957.13
Task Order #1 - Amendment #1 (forthcoming)	-$ 310,150.56	$ 3,786,806.57
Task Order #2 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design (forthcoming)	-$ 3,786,806.57	$ -

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers'' compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA G. ROJAS, ESQ. GWA Legal Counsel

4/24/24 gmc 6/25/24

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96910

671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

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Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

AECOM 8414 West Soledad Avenue, Suite 708 Hagatna, Guam 96910
T 1 671 477 8326 **F** 1 671 472 8324

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo **(excluded)**
- Constructability Review Comments
- Bid Package Review Comments **(excluded)**
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

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Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

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Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

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Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

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Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

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Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

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- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

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- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing -** For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

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construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing -** The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications -** The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule -** It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety -** Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders -** It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support -** AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions -** Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services -** The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up -** Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services -** Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

AECOM 8414 West Soledad Avenue, Suite 708 Hagatna, Guam 96910
T 1 671 477 8326 **F** 1 671 472 8324

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technncial Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	UNITS	$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	UNITS	$/UNIT	AMOUNT
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	UNITS	$/UNIT	AMOUNT
Geotechncial (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule .
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

Docusign Envelope ID: B36525F1-E806-4C2C-8C73-9F122ABFF504

AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)	1 Months														
Pre-Contruction Phase				2 Months											
Construction Phase									8 Months						
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,640.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,280.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)			0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

LABOR:	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	
	$54,502.89			$125,533.05					$550,380.65					$80,321.29	
	Procurement Phase (Pre-Bid)			PreConstruction					Construction Phase					Close-out	
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$ 19,002	$ 9,501	$ 19,002	$ 28,504	$ 28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software		$ 5,000													$ 5,000.00
GRT (5.262%)	$ 1,182	$ 946	$ 1,261	$ 3,497	$ 3,497	$ 4,685	$ 4,685	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,741	$ 4,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$69,950	$ 93,722	$ 93,722	$ 75,837	$ 75,837	$ 75,837	$ 75,837	$ 75,937	$ 74,840	$ 88,428.98	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,969.70	$88,428.98	$938,097.04

EXHIBIT C

EXHIBIT A

18. Force Main Condition Assessment. Within three (3) years of the Effective Date, as an interim milestone, GWA shall complete a Force Main condition assessment for the Force Mains identified in Table A, below. As part of the Force Main condition assessment, GWA shall ensure that the condition assessment steps detailed below are performed for all Table A Force Mains, valves, air relief valves, drains, connections, fittings and appurtenances associated with the Force Main, and is conducted, stamped, and certified by a Professional Engineer. At a minimum, GWA shall:

a. Inspect and determine functionality;

b. Identify defects such as inoperable valves, exposed corrosion, leaks, cracks, or other conditions that could contribute to the failure of the Force Main;

c. Evaluate all metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances to determine whether corrosion protective measures are necessary. Appropriate corrosion protective measures include:

i. Targeted pipeline/component replacement;

ii. Adding protective coatings;

iii. Installing an internal pipe lining; and

iv. Adding targeted cathodic protection.

d. Conduct an external pipe inspection of the exterior of each Force Main at each location where the pipe segment is exposed to assess structural damage and the integrity of protective coatings using visual inspection and technology suitable to the particular pipe to identify possible defects such as leaks, cracks, corrosion, erosion, pinholes, coating damage, delamination or any other conditions that could contribute to the failure of the Force Main. For purposes of this Paragraph, suitable technology shall be no less than ultrasonic testing, magnetic

flux leakage, or broadband electromagnetic testing, or a technology that EPA and GWA agree is equivalent to those technologies in terms of its ability to meet the stated objectives of inspection and assessment. The requirements of subparagraph d of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

e. Conduct pressure testing evaluations on all segments of Table A Force Mains that have a LOF greater than 3.4, using accepted engineering methods suitable for each pipe to identify possible defects or any other conditions that could contribute to the failure of the Force Main. The purpose of the pressure testing evaluation is to determine if the design, construction, and materials are sufficient to withstand the maximum predicted transient pressures that may be expected to occur under normal, peak flow, and emergency (shut-down and start-up) conditions. This evaluation shall include, but not necessarily be limited to, (i) a review of available pressure data, and (ii) an evaluation using actual pressure measurements of the transient pressures that occur during the range of anticipated operating conditions. Any actual pressure measurements shall be limited to the range of operating conditions that is both prudent and practicable. GWA shall follow up on observed conditions that are likely to be a source of leakage. The methodologies employed will be appropriate to the type of condition and location of the suspected leakage. The requirements of subparagraph e of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

f. Identify the extent to which defects affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and

performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

g. Review operating data, such as operating pressures, pump run times, and flow rates, as well as reports of physical inspections, which can reveal reduced Force Main capacity and other performance issues to determine if there is an actual or potential significant reduction in capacity; and

h. Determine the Force Main's probable time of failure for the following four failure modes based on the information gathered in subparagraphs a-f of this Paragraph: condition or structural failure, end of useful life, capacity, and not meeting an established level of service.

19. Force Main Assessment Report. Within three-and-a-half (3.5) years of the Effective Date, as an interim milestone, for each Force Main that was assessed pursuant to Paragraph 18, GWA shall submit to EPA, for review and approval, a Force Main Assessment Report that:

a. Describes the method and extent of each assessment conducted under Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion protection evaluations; external pipe inspections; pressure testing evaluations; and leak detection tests. The report must provide a narrative of approach and methodology for inspections, inspection locations and, in an appendix to the report, provide the field data collected pursuant to Paragraph 18.

b. Describes the results of each assessment for each Force Main conducted pursuant to inspections referenced in Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion evaluations; external pipe inspections, pressure testing evaluations, and leak detection tests;

c. Identifies, and quantifies, where practicable, observed or measured conditions such as leaks, cracks, corrosion, erosion, pinholes, coating delamination, joint deflections, pipe deformation, wall-thinning, or any other conditions that could contribute to the failure of the Force Main;

d. Includes an inventory of all pipe segments with observed conditions and photo documentation of Force Main defects whenever possible;

e. Includes a summary of defects that affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

f. Includes a description of each Force Main's failure modes, and the probable time of failure, based on the information gathered through the assessments conducted pursuant to Paragraph 18; and

g. Based on Force Main condition assessments, identifies pipe segments that leak or are cracked, broken, or ruptured (or have the potential to leak, crack, break, or rupture within the next ten (10) years), or are experiencing (or have the potential to experience) a significant reduction in capacity or other conditions that could lead to Force Main failure. GWA shall identify Force Main capacity issues and other performance issues that result in an actual or potential significant reduction in capacity.

Table A: Force Mains for Condition Assessment

Force Main Lift Station	Basin	Diameter (inches)	Length (feet)	Material	Installation Year	LOF Score (1 to 5)	COF Score (1 to 5)
Hagåtña Main	Hagåtña	24	2,724	Reinforced concrete	1965	Known poor condition	4.9
Asan	Hagåtña	12	2,993	Cast iron	1971	Known poor	2.8

						condition	
Bayside	Hagåtña	6	646	ACP	1966	5	3.6
Pago Double Shaft	Hagåtña	8	2,474	ACP	1973	4.9	3.2
Mamajanao	Hagåtña	14	1,186	Unknown	1971	3.2	4.4
Barrigada	Hagåtña	14	6,078	ACP	1978	3.9	3.1
Mangilao	Hagåtña	10	2,739	ACP	1974	4.5	2.8
Piti	Hagåtña	9.1	4,336	ACP	1971	4.5	2.6
Tai Mangilao	Hagåtña	8	1,618	ACP	Unknown	3.4	2.7
Pump Station No. 17	Umatac-Merizo	6	2,840	Ductile iron	1980	3.9	2.3
Paseo De Oro	Hagåtña	6	686	ACP	1967	5	1.8
Dairy Road	Hagåtña	6	3,616	Ductile iron	1983	3.1	2.5
Pump Station No. 16	Umatac-Merizo	6	1,095	Ductile Iron	1980	3.1	2.5
Maite	Hagåtña	4	393	Unknown	1971	3.2	1.7
Harmon	Hagåtña	6	2,260	Unknown	1972	3.2	1.5
Fujita	Tumon	18	7,154	Ductile iron	1992	3	3.7
Route 16	Northern District	30	5,741	Unknown	1989	2.1	5
Yigo	Northern District	16	3,077	Polyethylene	1973	2.8	3.5
Chaligan	Agat-Santa Rita	16	6,352	Ductile iron	1995	2.6	3.1
Ypao	Hagåtña	7.3	1,741	PVC	Unknown	1.7	3.9
Inarajan Main	Inarajan	8	3,893	Unknown	1984	2.7	2.9
Southern Link	Northern District	36	4,311	Ductile iron	1992	2.6	2.9
New Chaot	Hagåtña	20	2,319	PVC	1989	1.7	2.9
Gaan	Agat-Santa Rita	16	10,125	PVC	1995	1.7	2.9
Alupang Cove	Hagåtña	6	905	PVC	1991	1.7	2.8

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20. Force Main Action Plan. Within six (6) months of EPA approval of the Force Main Assessment Report, as an interim milestone, GWA shall submit to EPA, for review and approval, a Force Main Action Plan consistent with the Force Main Condition Assessment that:

a. Prioritizes necessary Force Main upgrades;

b. Includes a schedule for design and implementation of interim Force Main improvement projects where asset failure is likely to occur before Repair, Rehabilitation, or Replacement is complete;

c. Includes a schedule for design and implementation of Repair, Rehabilitation, Replacement, and improvement projects employing methodologies appropriate to the condition and location of the Force Main;

d. Requires the installation of corrosion protective measures for metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances that lack adequate corrosion protection or could be subject to corrosion; and includes a schedule for future Force Main condition assessments with an explanation of GWA's Force Main prioritization and scheduling decisions.

21. Implementation of the Force Main Action Plan. As a compliance milestone, GWA shall complete construction addressing at least 25% of the linear feet of Force Mains addressed in the approved Force Main Action Plan within nine (9) years of the Effective Date. GWA will be allowed to include Force Main projects completed after the Effective Date for Force Mains listed in Table A. The Force Main Action Plan shall be consistent with the Force Main Condition Assessment in that it will prioritize work at Force Mains that are failing or are most likely to fail.

22. Force Main Spill Contingency Plan. Within six (6) months of the Effective Date,

as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Spill Contingency Plan for all Force Mains that establishes measures and procedures to respond to a Force Main spill event in order to minimize discharges to surface waters, prevent public exposure to the spilled wastewater, and return the Force Main to full service as rapidly as possible. The Force Main Spill Contingency Plan shall include the following sections:

a. Force Main Information. The Force Main information section shall contain salient information about the Force Mains including location, diameter, length, material, elevations, design flows and pressures, fittings, parallel force mains, location of waterways, and a vicinity map of the Force Main, including nearby Gravity Mains and Pump Stations that may be used for diversion of flows in the event the Force Main is damaged.

b. Spill Response Procedures. The spill response procedures section shall include a list of the actions that GWA anticipates taking in the event of a Force Main spill, including tankering and diversion of flows within the system. This section shall describe the resources GWA will have available to deploy in the event of a Force Main spill, the staff notification procedures, and anticipated response times, with the goal being to restore service to the customer as soon as possible.

c. Equipment, Parts, and Supplies. The equipment, parts, and supplies section shall include a list of the equipment, parts, and supplies needed to implement the Plan, including response and repair equipment, spare parts, and supplies that can be used in the event of a Force Main failure. The response equipment shall include portable pumps, hose or piping, sand bags (or equivalent barrier/diversion devices), and pipe plugs. The supplies shall include replacement pipe, valves, and repair kits. The list shall identify the location of all such equipment, parts, and supplies.

23. Force Main Operation and Maintenance Program. Within two (2) years of the Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Operations and Maintenance ("O&M") Program that establishes written preventive operations and maintenance schedules and procedures for all Force Mains. The Force Main O&M Program shall be integrated into the GWA Asset Management Program, and Computerized Maintenance Management System (CMMS) and shall include:

a. Preventative maintenance schedules for the inspection, periodic service, and calibration of force main instrumentation, such as flow meters, liquid level sensors, alarm systems, elapsed time meters, remote monitoring equipment, and air release valves;

b. Inspection and maintenance of sulfide and corrosion protection systems; and

c. An annual systematic method of reviewing Force Main operational data, which at a minimum includes pump run times, discharge pump rates and pump speed, pump suction and discharge pressures, flow rates, and performance indicators (including excessive noise, vibrations, and leakage), all of which can reveal reduced Force Main performance issues.

24. Pump Stations: Scope of Work. GWA shall complete all improvement work, which may include Repair, Rehabilitation, Replacement, and relocation, for each of its Pump Stations necessary to ensure reliability, functionality, and adequate capacity and satisfy each of the acceptance criteria set forth in Paragraph 31.

25. Pump Station priority projects. Within the number of years from the Effective Date specified after each pump station below, as compliance milestones, GWA shall complete all necessary improvements to the three Pump Stations in the most critical need of work: the Ypao (three (3) years), Hagåtña Main (two (2) years), and Mamajanao (three (3) years) Pump Stations

(the "Pump Station Priority Projects"). All work, including any start-up activities and any related O&M training for field personnel, shall be completed by these deadlines.

26. Sewage Pump Stations: Tiers. Except for the Pump Station Priority Projects identified in Paragraph 25, GWA's entire inventory of Pump Stations has been organized into four tiers: Tiers 1, 2, 3 and 4 set forth in Table B below.

Table B: Pump Station Tiers[1]

Tier 1	Tier 2	Tier 3	Tier 4
1. Alupang Cove (C) 2. Astumbo #1 (N) 3. Astumbo #2 (N) 4. Bayside (N) 5. Dairy Road (C) 6. Ejector Station No. 2 (S) 7. Fujita (N) 8. Harmon (N) 9. Inarajan Main (S) 10. Inarajan Lift Station (S) 11. Machanao (N) 12. Mongmong Toto (C) 13. Pago Double Shaft (C) 14. Piti (C) 15. Pump Station No. 13 (S) 16. Pump Station No. 16 (S) 17. Pump Station No. 17 (S) 18. Pump Station No. 19 (S) 19. Pump Station No. 20 (S) 20. Route 16 (N) 21. Southern Link (N) (22) Talafofo (S) (23) Yigo (N)	1. Asan (C) 2. Barrigada (C) 3. Commercial Port (C) 4. Ejector Station No. 3 (S) 5. Ejector Station No. 6 (S) 6. Latte Heights Double Trouble (N) 7. Latte Heights Submarine (N) 8. Latte Plantation (N) 9. Latte Sun Rise (N) 10. Maite (C) 11. Mangilao (C) 12. Namo Yona (C) 13. New Chaot (C) 14. Pagachao (S) 15. Paseo De Oro (N) 16. Pump Station No. 11 (S) 17. Reyes (S) 18. Tai Mangilao (C) 19. Toto Garden (C)	1. Agat Chaligan Taleyfac (Chaligan) (S) 2. Cabras Island (C) 3. Casamiro (C) 4. Chalan Pago Pump Station 3 (C) 5. Chalan Pago Pump Station 5 6. Dero Road (C) 7. Ejector Station No. 4 (S) 8. Ejector Station No. 5 (S) 9. Ejector Station No. 7 (S) 10. Leyang (C) 11. Main Trunk Line (S) 12. Ordot (C) 13. Pacific Latte (N) 14. PGD (N) 15. Pump Station No. 12 (S) 16. Pump Station No. 14 (S) 17. Pump Station No. 15 (S) 18. Pump Station No. 18 (S) 19. Sinajana (C) 20. Zero Down PS (N)	All Pump Stations not included as Pump Station priority projects or Tiers 1, 2, and 3.

27. Sewage Pump Stations: Preliminary Work Plans. For each tier and beginning with Tier 1, as an interim milestone, GWA shall develop and submit to EPA for review and

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[1] The district for each Pump Station is noted in parentheses: Northern (N), Central (C), and Southern (S).

approval a preliminary design schedule that prioritizes Pump Station improvements based on current known conditions of each Pump Station within that tier ("Pump Station Preliminary Work Plans"). GWA shall submit the Pump Station Preliminary Work Plans in accordance with the following schedule:

a. Tier 1 Pump Station Preliminary Work Plan within one year of the Effective Date;

b. Tier 2 Pump Station Preliminary Work Plan within five (5) years of the Effective Date;

c. Tier 3 and Tier 4 Pump Station Preliminary Work Plan within ten (10) years of the Effective Date.

28. GWA shall include in each Pump Station Preliminary Work Plan:

a. an estimated scope of work for each Pump Station based on the known condition and a corresponding conceptual design in accordance with the acceptance criteria set forth in Paragraph 31;

b. a schedule for a Pump Station condition assessment performed in accordance with Paragraph 29; and

c. a proposed schedule of key implementation dates for each Pump Station within the tier, to include, at a minimum, execute design contract, complete condition assessment, issue a notice to proceed with design, execute construction contract, issue a notice to proceed with construction, complete construction, all in accordance with Paragraph 30.

d. GWA may propose, based on worsening conditions at any Pump Station from those that existed as of the Effective Date of this Consent Decree or for which land acquisition is required, a change in Tier designation or substitution of Pump Station between

Tiers, for EPA review and approval with the Preliminary Work Plan provided that (i) if GWA proposes a tier change, GWA may only propose changing a Pump Station from a higher priority tier to a lower priority tier by one tier (*e.g.*, GWA may not propose changing a Pump Station from Tier 1 to Tier 3); and (ii) if GWA's Pump Station change proposal is based on GWA's acquisition of land, GWA must include in its request to EPA a commitment to resolve the land acquisition issue within a specific time period.

29. Sewage Pump Stations: Condition Assessments. GWA shall assess the condition of each Pump Station through observation, direct inspection, investigation, and monitoring. GWA shall use the data and information from the condition assessment to identify structural and operational issues, evaluate the overall performance of the system, update its Pump Station asset condition profiles, and assess the rate of deterioration of Pump Station assets. As interim milestones, GWA shall complete and submit Pump Station condition assessments to EPA for review and comment, in accordance with the schedules established within each Pump Station Preliminary Work Plan tier. GWA shall ensure that each condition assessment is conducted, stamped, and certified by a Professional Engineer, and include the following:

a. Review of existing condition assessment information and prior studies;

b. Review of existing operations plans, operational data, and asset management data;

c. Interviews with operations, maintenance, and engineering staff;

d. Review of available engineering drawings;

e. Pump Station inspections that include structural, mechanical, electrical, and civil assessments, and utilize up-to-date industry standard technologies, tools, and practices; and

f. For each pump: designed horsepower, power demands, designed flows, installation date, and Preferred Operating Region;

g. For each Pump Station: average flows, overall power demand, and overall wet well capacity.

For any associated Pump Station, the Force Main Condition Assessment completed under Paragraph 18 can be utilized as part of the Pump Station condition assessment to the extent that the information therein remains accurate and valid.

30. Completion of Tier 1 and 2 Projects. Based on the Pump Station condition assessments, GWA shall complete all improvement work set forth in the Pump Station Preliminary Work Plan for Tier 1 and 50% of the improvement work set forth in the Pump Station Preliminary Work Plan for Tier 2, each as a compliance milestone, including any start-up activities and any related O&M training for field personnel, in accordance with the following schedule:

a. Tier 1 Projects within seven (7) years of the Effective Date; and

b. 50% completion of Tier 2 Projects within ten (10) years of the Effective Date.

31. Sewage Pump Station Acceptance Criteria. For GWA to designate Pump Station projects complete under Paragraph 30, the Pump Station project must satisfy each criterion listed in this Paragraph and be designed and constructed to conform with good engineering practice and the Ten States Standards, including practices to improve climate change resiliency of the Pump Stations. As applicable, resilience considerations should be consistent with EPA's Creating Resilient Water Utilities initiative, such as the Resilient Strategies Guide for Water Utilities. When GWA determines that a Pump Station project has satisfied all of the acceptance criteria and standards in this Paragraph, GWA shall certify in a semi-annual report submitted

pursuant to Paragraph 48 that the Pump Station project is complete according to Paragraph 30:

a. Emergency Operations. GWA shall install, and operate as necessary, at all Pump Stations a continuous standby power supply in the form of a fuel-operated standby generator system. GWA shall design this standby generator system as part of all Pump Stations to supply the same amount of electrical power to the Pump Station (including all pumps, controls, alarms, and support systems) as supplied by the utility company. Such emergency operation systems shall comply with the Ten States Standards, including Chapter 47.

b. Screening baskets, comminutors, or grit removal devices. GWA shall install and operate screening baskets, comminutors, or grit removal devices to remove and/or comminute grit and large solids contained in the wastewater before it is pumped.

c. Proper site security and safety measures. GWA shall take all reasonable measures to maintain safe Pump Station sites, ensure that site perimeter fencing is intact, and prevent site access for trespassers, especially access to confined spaces.

d. Emergency action sheets. GWA shall update and post emergency action sheets at each Pump Station that provide a set of standard operating procedures outlining the steps an operator would take under a given scenario. GWA shall establish emergency action sheets for the following Pump Station scenarios: power failure; backup power failure; emergency response to an SSO; high-level alarm; and pre- and post-storm response. Each emergency action sheet shall contain standard operating procedures that include: response time, response personnel, chain of notification, response equipment, response procedures with order of operations, safety precautions, and close-out procedures.

e. Backflow prevention devices. GWA shall install backflow prevention devices to protect potable water sources from cross-contamination from wastewater backflow.

f. Alarms and SCADA systems. GWA shall install and maintain alarms, controls, and supervisory control and data acquisition (SCADA) systems and integrate all alarms and controls to the SCADA system to provide remote status monitoring of its pumping operations from an off-site location, and to the extent practicable, remote control of its pumping operations from an off-site location. GWA shall ensure that the SCADA system continuously monitors, reports, and transmits the following information:

i. Daily operating hours for each sewage pump;

ii. Number of pump starts for each sewage pump;

iii. Wet well level with high- and low-level alarm set points;

iv. Flow (instantaneous and average);

v. Discharge pressure with high- and low-level alarm set points; and

vi. Minimum digital inputs, including high-water level alarm in wet well, drywell flooding, intrusion alarm, Alternating Current Pump Station power failure, Direct Current low battery, and remote signal failure alarm.

g. Adequate pumping capacity and redundancy. GWA shall ensure that there is pump redundancy at each Pump Station. The minimum number of pumps per station shall be two. GWA shall ensure pumping capacity and redundancy complies with the Ten States Standards, Chapter 42.31. MWS

h. Adequate wet-well capacity. GWA shall ensure that newly-constructed, Replacement, or Rehabilitated Pump Station wet-well volume is sufficient for anticipated wet-weather peak hourly flow conditions and coordinated with pump sizing for the station. GWA shall ensure each newly-constructed, Replacement, or Rehabilitated Pump Station wet-well complies with the Ten States Standards, Chapter 42.6.

i. Corrosion protection. GWA shall Replace all Pump Station equipment, including wet-well and valve equipment, rendered inoperable from corrosion, and provide Pump Station equipment with adequate corrosion protection. GWA shall ensure corrosion protection complies with the Ten States Standards, Chapter 42.25.

j. Adequate electrical panels, lighting, and Power Supply. GWA shall ensure that each Pump Station has adequate electrical panels, lighting, and Power Supply.

k. Force Mains. GWA shall ensure Force Mains leaving the Pump Station are in proper working condition and comply with the Ten States Standards, Chapter 49. For any associated Pump Station, work completed pursuant to the Force Main Action Plan can be utilized as part of the Pump Station Rehabilitation process to the extent that the information therein remains accurate and valid.

l. Pumps. GWA shall ensure each pump is installed and operates within the Preferred Operating Region under normal operating conditions and normal daily flow conditions. GWA shall consider whether each Rehabilitated pump needs a variable frequency drive based on a cost-benefit analysis. GWA shall ensure each type of pump within its system has a complete repair kit and the necessary spare parts to resume pump service. GWA shall ensure each pump complies with the Ten States Standards, Chapter 42.3.

m. Valves. GWA shall ensure all Pump Station valves are installed and in good working condition. Each wastewater pump shall have isolation valves to permit the removal or maintenance of the pumps and check valves without affecting the operation of remaining pumps. Each Pump Station shall have sufficient valves to permit the proper operation and maintenance of the Pump Station during normal, peak, and bypass conditions. Each valve shall be rated for use with raw, unscreened wastewater, and shall be designed for its function and

installation location, as well as the normal and maximum operating pressures expected at the Pump Station. GWA shall ensure valves comply with the Ten States Standards, Chapter 42.5.

n. Computerized Maintenance Management System ("CMMS"). GWA shall enter all equipment assets, spare parts, preventative maintenance procedures, and a recurring maintenance schedule for all Pump Station assets into GWA's CMMS in accordance with GWA's asset management program. The manufacturer's documented operation and maintenance procedure shall be incorporated into the specific preventative maintenance for each asset.

o. Operational testing and performance period. GWA shall ensure that each Pump Station completes the operational testing and performance period successfully.

p. Operational Testing. For operational testing, GWA shall operate and monitor the Pump Station for five (5) consecutive Days. During operational testing, GWA shall demonstrate Pump Station operation on automatic control without equipment or control failure and with sewage tie-in. The Pump Station mechanical equipment, electrical/control systems, and emergency power equipment shall operate without failure during the operational testing.

q. Performance Period. For a Pump Station to be considered operational and successfully complete the performance period, all Pump Station equipment and operational systems, including all control, alarm, and SCADA systems, shall operate without failure for six (6) months and shall not result in any SSOs caused by a Pump Station failure within that time period.

B. HAGÅTÑA WWTP

32. Hagåtña WWTP Secondary Treatment Feasibility Study. Within seven (7) years of the Effective Date, as a compliance milestone, GWA shall submit to EPA for review and

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EXHIBIT D

ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Task Order No. [02], consisting of 5 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/15/2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: 1/15/2025

b. Owner: Guam Waterworks Authority

c. Engineer: AECOM Technical Services, Inc.

d. Specific Project (title): Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design

e. Specific Project (description): Provide GWA with assessment and design services for gravity sewer in Barrigada, Dededo, and Yigo, and assessment and design services for Ypao and Mamajanao Pump Stations.

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK, ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement, under this Task Order, subject to the following: None

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5. Task Order Schedule

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

Party	Action	Schedule
Engineer	**Conduct and complete require CCTV inspections of Gravity Mains and provide data to Owner for submittal to USEPA.**	**By target date of March 7, 2025, but no later than 90 calendar days from Effective Date of Task Order.**
Engineer	**Conduct meetings and Assist Owner with review and assessment of CCTV.**	**Within 300 days of completion of CCTV**
Owner	**Assist Engineer with requested data, as necessary.**	**Within 14 days of receipt from Engineer.**
Owner	**Submit any additional CCTV completed to Engineer, for assessment and reporting.**	**Within 14 days of receipt of additional CCTV data.**
Engineer	**Conduct and complete assessment of pump stations within scope.**	**Within 90 days of Effective Date of Task Order.**
Engineer	**Complete design of pump stations within scope.**	**Within 365 days of Effective Date of Task Order.**

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 2 Scope of Work and Fee

Description of Service	Amount	Basis of Compensation
Task 1. Task Order Management	$356,585.20	Lump Sum
Task 2. Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)	$138,815.88	Lump Sum
Task 3. Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)	$498,808.87	Lump Sum
Task 4. Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)	$173,117.70	Lump Sum
Task 5. Gravity Main & Manhole Assessment & Report	$451,167.77	Lump Sum
Task 17. Ypao Pump Station Assessment & Design	$990,619.59	Lump Sum
Task 18. Mamajanao Pump Station Assessment & Design	$988,459.16	Lump Sum
SUBTOTAL	$3,597,574.17	
GRT (5.263%)	$189,232.40	
Grand Total Task Order 2	**$3,786,806.57**	

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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 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits:

a. The following replaces and supersedes Agreement, Article 6, Paragraph 6.02.A:

For each design performed or furnished, Engineer shall be responsible for Design Services during Construction as well as all duties required in performance of the Engineer as the Construction/Project manager as defined in the Scope of Work and/or Task Order. Engineer, as both designer and Construction/Project Manager, shall be responsible for design and Shop Drawing review, review and response to Requests for Information and Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

b. The following replaces and supersedes Agreement, Article 7, Paragraph 7.01.A.15

Construction Management – Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to observe and monitor contractor activities at a construction site to meet a project's goals, plans, specifications, schedule, and safety standards as defined in the Task Order.

9. Attachments: ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

10. Other Documents Incorporated by Reference: Not Applicable

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11. 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: 1/15/2025

OWNER: Guam Waterworks Authority

By: _____

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail Address:

Phone:

ENGINEER:

By: Martin Nakasone

Print Name: Martin Nakasone

Title: Authorized Signatory

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

State of:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

Email Address:

Phone:

Engineering Department Approval:

By: _____

BRETT RAILEY, P.E.
GWA Acting Asst. General Manager - Engineering

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Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Note: No additional comment.

Contract Amount: **$** 3,786,806.57
Contingency: **$** _____
Amount Certified: **$** 3,786,806.57
Funding Source:
B2016, WW 09-01: $2,149.55
B2020A, WW 09-01: $953,246.00
B2016, WW 09-06: $608,679.09
B2020A, WW 09-06: $1,400,000.00
B2020A, Mp-WW-Pipe-01: $822,731.93

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EXHIBIT E

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. 36-FY2025

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR ISLANDWIDE SEWER COLLECTION/TRANSMISSION SYSTEM REPAIR, REHABILITATION, AND REPLACEMENT PROJECT FOR AECOM TECHNICAL SERVICES, INC., GWA PROJECT NO. S22-02-BND

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 (IDIQ) contract agreement to AECOM Technical Services, Inc. (AECOM) for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project (SEE EXHIBIT A – AECOM Agreement); and

WHEREAS, following CCU approval GWA management increased the total amount of the IDIQ Contract by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($4,035,054.17) for a new total contract amount of Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($5,035,054.17) to execute Amendment No. 1 to Task Order No. 1, and Task Order No. 2 (SEE EXHIBIT B – Contract Amendment 1); and

WHEREAS, as of August 9th, 2024, GWA entered into a Partial Consent Decree (CD) with the USEPA under the Clean Water Act (CWA) (SEE EXHIBIT C – Consent Decree Compliance Requirements); and

//

WHEREAS, in order to accomplish time sensitive work required by the Partial CD, GWA negotiated Task Order 2 with AECOM to conduct sewer main line (SML) assessment and preliminary design for high priority areas in the northern half of the island, and pump station (PS) assessment and complete design for high priority pump stations, Ypao PS and Mamajanao PS (SEE EXHIBIT D – AECOM Task Order 2); and

WHEREAS, an amendment to Task Order No. 2 is needed to complete the design of the Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduct sewer main line (SML) assessment and preliminary design of additional acute defect, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations; and

WHEREAS, GWA is currently in negotiations with AECOM for the scope of Amendment No. 1 to Task Order No. 2; and

WHEREAS, AECOM, has provided an initial fee proposal Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for the work in Amendment No. 1 for Task Order No. 2 (SEE EXHIBIT E – Initial Fee Proposal); and

WHEREAS, GWA management seeks CCU approval to authorize GWA management to increase the total amount of the IDIQ Contract by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for a new maximum contract value of Eight Million Four Hundred Seven Thousand Four Hundred Eighty-Six Dollars and Forty-Five Cents ($8,407,486.45) while negotiations continue; and

WHEREAS, funding for this project is available through bonds identified on the GWA Capital Improvements Plan, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds; and

//

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

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that Amendment No. 1 to Task Order No. 2 is necessary to assist GWA in meeting the Partial Consent Decree requirements.
3. The CCU hereby approves the funding for Amendment No. 1 to Task Order No. 2 to complete the design of the Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduct sewer main line (SML) assessment and preliminary design of additional acute defect, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28).
4. The CCU hereby approves increasing the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for the execution of Amendment No. 1 to Task Order No. 2.
5. The CCU hereby further approves the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by amount not to exceed Eight Million Four Hundred Seven Thousand Four Hundred Eighty-Six Dollars and Forty-Five Cents ($8,407,486.45).
6. The CCU hereby further approves the use of GWA bonds, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds to fund the IDIQ contract, Amendment No. 1 to Task Order No. 2.
7. The CCU further approves management to duly notify the Public Utilities Commission that this contract will exceed One Million Dollars ($1,000,000.00) and is funded by bonds identified on the GWA Capital Improvements Plan, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds.

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

DULY AND REGULARLY ADOPTED, this 27th day of May 2025.

Certified by:

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, 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:	5
NAYS:	0
ABSENT:	0
ABSTAIN:	0

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EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers" compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.24	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 9/5/2024. AG review complete via email on 9/29/2024. R
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA B. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. **Background Data**

   a. Effective Date of Task Order:

   b. Owner: Guam Waterworks Authority

   c. Engineer:

   d. Specific Project (title):

   e. Specific Project (description):

2. **Services of Engineer**

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

   SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

   B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. **Additional Services**

   Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative
(NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F,** consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

8. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96910

671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon-completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

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Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-Installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders** - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support** - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions** - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services** - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up** - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services** - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

AECOM 8414 West Soledad Avenue, Suite 708 Hagatna, Guam 96910
T 1 671 477 8326 **F** 1 671 472 8324

AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technical Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	**UNITS**	**$/UNIT**	**AMOUNT**
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	**UNITS**	**$/UNIT**	**AMOUNT**
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	**UNITS**	**$/UNIT**	**AMOUNT**
Geotechnical (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jan-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)															
Pre-Construction Phase				2 Months											
Construction Phase									11 Months						
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,440.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,980.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,260.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	90.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

	$54,502.89			$125,533.05				$550,380.65					$90,321.29		
	Procurement Phase			Pre-Construction Phase				Construction Phase					Closeout		
LABOR:															
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$38,005	$38,005	$28,504	$28,504	$28,504	$28,504	$28,504	$28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$23,484	$23,484	$23,484	$23,484	$23,484	$23,484	$23,484	$23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$10,384	$10,384	$10,384	$10,384	$10,384	$10,384	$10,384	$10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,288.67	$ 16,855.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 135	$ 135	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software				$ -											$ -
		$ 5,000													$ 5,000.00
GRT (5.25%)	$ 1,182	$ 946	$ 1,261	$ 3,497	$ 3,497	$ 4,685	$ 4,685	$ 3,795	$ 3,795	$ 3,795	$ 3,795	$ 3,795	$ 3,741	$ 4,421	$ 44,695.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$69,950	$ 93,722	$ 93,722	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 74,840	$ 88,428.96	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,969.70	$88,428.96	$938,097.04

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EXHIBIT B

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

CHANGE ORDER NO. 1

Project Title: Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Project No.: S22-02-BND **RFP No.** RFP-06-ENG-2022

Contractor: AECOM Technical Services, Inc. NTP Date: June 26, 2024

TO: AECOM Technical Services, Inc.

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Martin Nakasone
Contractor Representative (PRINT)

Martin Nakasone 11/26/2024
Contractor Representative (SIGNATURE) Date

PREPARED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

REVIEWED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

RECOMMEND APPROVAL : Brett E. Railey 11/26/2024
Brett Railey, P.E. Date
Acting Assistant General Manager - Engineering, GWA

NATURE OF CHANGES:

Task Order 1 Dungca Beach Project - Amendment 1
Task Order 2 Partial Consent Decree
- **Task Order Management**
- **Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)**
- **Gravity Main & Manhole Assessment & Report**
- **Ypao Pump Station Assessment & Design**
- **Mamajanao Pump Station Assessment & Design**

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE:

Contract price prior to this Change Order	$	1,000,000.00
Net INCREASE from this Change Order	$	4,035,054.17
Revised contract price after this Change Order	$	5,035,054.17

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT TIME:

Contract time prior to this Change Order, with breakdown given below.	1826	Calendar Days
Net INCREASE from this Change Order with breakdown given below (subject to approved terms and conditions)"	0	Calendar Days
Revised contract time after this Change Order	1826	Calendar Days
Revised Contract Expiration Date after this Change Order (Substantial Completion Date)	Tuesday, June 26, 2029	

CERTIFIED FUNDS AVAILABLE:

Vendor No.: 23784
Contract No.: BPA600003
Funding Source: ID/IQ Placeholder Account
G.L. NO.:
Amount: $ 4,035,054.17

12/2/2024
Taling M. Taitano, CPA, CGFM Date
Chief Financial Officer

APPROVED AS TO FORM:

11/27/2024
Theresa G. Rojas Date
Legal Counsel, GWA

Note: No additional comment.

APPROVED:

12/3/2024
Miguel C. Bordallo, P.E. Date
General Manager, GWA

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Budget Summary

AECOM Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Description	Cost	Balance*
Original Agreement	$ 1,000,000.00	$ 1,000,000.00
Task Order #1 - Dungca Beach Sewer Line Relication Phase I CM Services	-$ 938,097.04	$ 61,902.96
ID/IQ Agreement - Amendment #1	$ 4,035,054.17	$ 4,096,957.13
Task Order #1 - Amendment #1 (forthcoming)	-$ 310,150.56	$ 3,786,806.57
Task Order #2 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design (forthcoming)	-$ 3,786,806.57	$ -

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers" compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA C. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. **Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."**

8. **Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."**

9. **Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."**

10. **Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."**

11. **Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."**

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B,** consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services -- Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

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January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

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Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

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Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

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Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

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Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

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Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

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Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

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- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

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- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

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construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders** - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support** - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions** - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services** - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up** - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services** - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technical Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	**UNITS**	**$/UNIT**	**AMOUNT**
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	**UNITS**	**$/UNIT**	**AMOUNT**
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	**UNITS**	**$/UNIT**	**AMOUNT**
Geotechnical (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Procurement Phase (Pre-Bid)	1 Month															
Pre-Construction Phase					2 Months											
Construction Phase																
Closeout Phase															1 Month	
LABOR:																
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,440.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,200.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:																
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:																
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)																0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:																
Geo-Engineering	1.00															1.00
Surveying	1.00															1.00
ProCore Software	1.00															1.00
		$54,502.69			$125,533.05				$590,380.85						$80,321.29	
LABOR:																
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:																
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 135	$ 136	$ 136	$ 136	$ 135	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:																
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ -	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:																
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ -	$ 10,000.00
ProCore Software		$ 5,000														$ 5,000.00
GRT (5.25%)	$ 1,182	$ 946	$ 1,261	$ 1,497	$ 1,497	$ 4,685	$ 4,685	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,741	$ 4,421	$ 4,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$89,950	$ 93,722	$ 93,722	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 74,840	$ 88,428.98	$ 88,428.98	$ 938,097.04
Fee By Phase				$67,797.41	$139,900.96								$641,369.70	$88,428.98	$938,097.04	

EXHIBIT C

EXHIBIT A

18. Force Main Condition Assessment. Within three (3) years of the Effective Date, as an interim milestone, GWA shall complete a Force Main condition assessment for the Force Mains identified in Table A, below. As part of the Force Main condition assessment, GWA shall ensure that the condition assessment steps detailed below are performed for all Table A Force Mains, valves, air relief valves, drains, connections, fittings and appurtenances associated with the Force Main, and is conducted, stamped, and certified by a Professional Engineer. At a minimum, GWA shall:

a. Inspect and determine functionality;

b. Identify defects such as inoperable valves, exposed corrosion, leaks, cracks, or other conditions that could contribute to the failure of the Force Main;

c. Evaluate all metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances to determine whether corrosion protective measures are necessary. Appropriate corrosion protective measures include:

i. Targeted pipeline/component replacement;

ii. Adding protective coatings;

iii. Installing an internal pipe lining; and

iv. Adding targeted cathodic protection.

d. Conduct an external pipe inspection of the exterior of each Force Main at each location where the pipe segment is exposed to assess structural damage and the integrity of protective coatings using visual inspection and technology suitable to the particular pipe to identify possible defects such as leaks, cracks, corrosion, erosion, pinholes, coating damage, delamination or any other conditions that could contribute to the failure of the Force Main. For purposes of this Paragraph, suitable technology shall be no less than ultrasonic testing, magnetic

flux leakage, or broadband electromagnetic testing, or a technology that EPA and GWA agree is equivalent to those technologies in terms of its ability to meet the stated objectives of inspection and assessment. The requirements of subparagraph d of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

e. Conduct pressure testing evaluations on all segments of Table A Force Mains that have a LOF greater than 3.4, using accepted engineering methods suitable for each pipe to identify possible defects or any other conditions that could contribute to the failure of the Force Main. The purpose of the pressure testing evaluation is to determine if the design, construction, and materials are sufficient to withstand the maximum predicted transient pressures that may be expected to occur under normal, peak flow, and emergency (shut-down and start-up) conditions. This evaluation shall include, but not necessarily be limited to, (i) a review of available pressure data, and (ii) an evaluation using actual pressure measurements of the transient pressures that occur during the range of anticipated operating conditions. Any actual pressure measurements shall be limited to the range of operating conditions that is both prudent and practicable. GWA shall follow up on observed conditions that are likely to be a source of leakage. The methodologies employed will be appropriate to the type of condition and location of the suspected leakage. The requirements of subparagraph e of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

f. Identify the extent to which defects affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and

performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

g. Review operating data, such as operating pressures, pump run times, and flow rates, as well as reports of physical inspections, which can reveal reduced Force Main capacity and other performance issues to determine if there is an actual or potential significant reduction in capacity; and

h. Determine the Force Main's probable time of failure for the following four failure modes based on the information gathered in subparagraphs a-f of this Paragraph: condition or structural failure, end of useful life, capacity, and not meeting an established level of service.

19. Force Main Assessment Report. Within three-and-a-half (3.5) years of the Effective Date, as an interim milestone, for each Force Main that was assessed pursuant to Paragraph 18, GWA shall submit to EPA, for review and approval, a Force Main Assessment Report that:

a. Describes the method and extent of each assessment conducted under Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion protection evaluations; external pipe inspections; pressure testing evaluations; and leak detection tests. The report must provide a narrative of approach and methodology for inspections, inspection locations and, in an appendix to the report, provide the field data collected pursuant to Paragraph 18.

b. Describes the results of each assessment for each Force Main conducted pursuant to inspections referenced in Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion evaluations; external pipe inspections, pressure testing evaluations, and leak detection tests;

c. Identifies, and quantifies, where practicable, observed or measured conditions such as leaks, cracks, corrosion, erosion, pinholes, coating delamination, joint deflections, pipe deformation, wall-thinning, or any other conditions that could contribute to the failure of the Force Main;

d. Includes an inventory of all pipe segments with observed conditions and photo documentation of Force Main defects whenever possible;

e. Includes a summary of defects that affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

f. Includes a description of each Force Main's failure modes, and the probable time of failure, based on the information gathered through the assessments conducted pursuant to Paragraph 18; and

g. Based on Force Main condition assessments, identifies pipe segments that leak or are cracked, broken, or ruptured (or have the potential to leak, crack, break, or rupture within the next ten (10) years), or are experiencing (or have the potential to experience) a significant reduction in capacity or other conditions that could lead to Force Main failure. GWA shall identify Force Main capacity issues and other performance issues that result in an actual or potential significant reduction in capacity.

Table A: Force Mains for Condition Assessment

Force Main Lift Station	Basin	Diameter (inches)	Length (feet)	Material	Installation Year	LOF Score (1 to 5)	COF Score (1 to 5)
Hagåtña Main	Hagåtña	24	2,724	Reinforced concrete	1965	Known poor condition	4.9
Asan	Hagåtña	12	2,993	Cast iron	1971	Known poor	2.8

						condition	
Bayside	Hagåtña	6	646	ACP	1966	5	3.6
Pago Double Shaft	Hagåtña	8	2,474	ACP	1973	4.9	3.2
Mamajanao	Hagåtña	14	1,186	Unknown	1971	3.2	4.4
Barrigada	Hagåtña	14	6,078	ACP	1978	3.9	3.1
Mangilao	Hagåtña	10	2,739	ACP	1974	4.5	2.8
Piti	Hagåtña	9.1	4,336	ACP	1971	4.5	2.6
Tai Mangilao	Hagåtña	8	1,618	ACP	Unknown	3.4	2.7
Pump Station No. 17	Umatac-Merizo	6	2,840	Ductile iron	1980	3.9	2.3
Paseo De Oro	Hagåtña	6	686	ACP	1967	5	1.8
Dairy Road	Hagåtña	6	3,616	Ductile iron	1983	3.1	2.5
Pump Station No. 16	Umatac-Merizo	6	1,095	Ductile Iron	1980	3.1	2.5
Maite	Hagåtña	4	393	Unknown	1971	3.2	1.7
Harmon	Hagåtña	6	2,260	Unknown	1972	3.2	1.5
Fujita	Tumon	18	7,154	Ductile iron	1992	3	3.7
Route 16	Northern District	30	5,741	Unknown	1989	2.1	5
Yigo	Northern District	16	3,077	Polyethylene	1973	2.8	3.5
Chaligan	Agat-Santa Rita	16	6,352	Ductile iron	1995	2.6	3.1
Ypao	Hagåtña	7.3	1,741	PVC	Unknown	1.7	3.9
Inarajan Main	Inarajan	8	3,893	Unknown	1984	2.7	2.9
Southern Link	Northern District	36	4,311	Ductile iron	1992	2.6	2.9
New Chaot	Hagåtña	20	2,319	PVC	1989	1.7	2.9
Gaan	Agat-Santa Rita	16	10,125	PVC	1995	1.7	2.9
Alupang Cove	Hagåtña	6	905	PVC	1991	1.7	2.8

20. Force Main Action Plan. Within six (6) months of EPA approval of the Force Main Assessment Report, as an interim milestone, GWA shall submit to EPA, for review and approval, a Force Main Action Plan consistent with the Force Main Condition Assessment that:

a. Prioritizes necessary Force Main upgrades;

b. Includes a schedule for design and implementation of interim Force Main improvement projects where asset failure is likely to occur before Repair, Rehabilitation, or Replacement is complete;

c. Includes a schedule for design and implementation of Repair, Rehabilitation, Replacement, and improvement projects employing methodologies appropriate to the condition and location of the Force Main;

d. Requires the installation of corrosion protective measures for metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances that lack adequate corrosion protection or could be subject to corrosion; and includes a schedule for future Force Main condition assessments with an explanation of GWA's Force Main prioritization and scheduling decisions.

21. Implementation of the Force Main Action Plan. As a compliance milestone, GWA shall complete construction addressing at least 25% of the linear feet of Force Mains addressed in the approved Force Main Action Plan within nine (9) years of the Effective Date. GWA will be allowed to include Force Main projects completed after the Effective Date for Force Mains listed in Table A. The Force Main Action Plan shall be consistent with the Force Main Condition Assessment in that it will prioritize work at Force Mains that are failing or are most likely to fail.

22. Force Main Spill Contingency Plan. Within six (6) months of the Effective Date,

as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Spill Contingency Plan for all Force Mains that establishes measures and procedures to respond to a Force Main spill event in order to minimize discharges to surface waters, prevent public exposure to the spilled wastewater, and return the Force Main to full service as rapidly as possible. The Force Main Spill Contingency Plan shall include the following sections:

a. Force Main Information. The Force Main information section shall contain salient information about the Force Mains including location, diameter, length, material, elevations, design flows and pressures, fittings, parallel force mains, location of waterways, and a vicinity map of the Force Main, including nearby Gravity Mains and Pump Stations that may be used for diversion of flows in the event the Force Main is damaged.

b. Spill Response Procedures. The spill response procedures section shall include a list of the actions that GWA anticipates taking in the event of a Force Main spill, including tankering and diversion of flows within the system. This section shall describe the resources GWA will have available to deploy in the event of a Force Main spill, the staff notification procedures, and anticipated response times, with the goal being to restore service to the customer as soon as possible.

c. Equipment, Parts, and Supplies. The equipment, parts, and supplies section shall include a list of the equipment, parts, and supplies needed to implement the Plan, including response and repair equipment, spare parts, and supplies that can be used in the event of a Force Main failure. The response equipment shall include portable pumps, hose or piping, sand bags (or equivalent barrier/diversion devices), and pipe plugs. The supplies shall include replacement pipe, valves, and repair kits. The list shall identify the location of all such equipment, parts, and supplies.

23. Force Main Operation and Maintenance Program. Within two (2) years of the Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Operations and Maintenance ("O&M") Program that establishes written preventive operations and maintenance schedules and procedures for all Force Mains. The Force Main O&M Program shall be integrated into the GWA Asset Management Program, and Computerized Maintenance Management System (CMMS) and shall include:

a. Preventative maintenance schedules for the inspection, periodic service, and calibration of force main instrumentation, such as flow meters, liquid level sensors, alarm systems, elapsed time meters, remote monitoring equipment, and air release valves;

b. Inspection and maintenance of sulfide and corrosion protection systems; and

c. An annual systematic method of reviewing Force Main operational data, which at a minimum includes pump run times, discharge pump rates and pump speed, pump suction and discharge pressures, flow rates, and performance indicators (including excessive noise, vibrations, and leakage), all of which can reveal reduced Force Main performance issues.

24. Pump Stations: Scope of Work. GWA shall complete all improvement work, which may include Repair, Rehabilitation, Replacement, and relocation, for each of its Pump Stations necessary to ensure reliability, functionality, and adequate capacity and satisfy each of the acceptance criteria set forth in Paragraph 31.

25. Pump Station priority projects. Within the number of years from the Effective Date specified after each pump station below, as compliance milestones, GWA shall complete all necessary improvements to the three Pump Stations in the most critical need of work: the Ypao (three (3) years), Hagåtña Main (two (2) years), and Mamajanao (three (3) years) Pump Stations

(the "Pump Station Priority Projects"). All work, including any start-up activities and any related O&M training for field personnel, shall be completed by these deadlines.

26. Sewage Pump Stations: Tiers. Except for the Pump Station Priority Projects identified in Paragraph 25, GWA's entire inventory of Pump Stations has been organized into four tiers: Tiers 1, 2, 3 and 4 set forth in Table B below.

Table B: Pump Station Tiers[1]

Tier 1	Tier 2	Tier 3	Tier 4
1. Alupang Cove (C) 2. Astumbo #1 (N) 3. Astumbo #2 (N) 4. Bayside (N) 5. Dairy Road (C) 6. Ejector Station No. 2 (S) 7. Fujita (N) 8. Harmon (N) 9. Inarajan Main (S) 10. Inarajan Lift Station (S) 11. Machanao (N) 12. Mongmong Toto (C) 13. Pago Double Shaft (C) 14. Piti (C) 15. Pump Station No. 13 (S) 16. Pump Station No. 16 (S) 17. Pump Station No. 17 (S) 18. Pump Station No. 19 (S) 19. Pump Station No. 20 (S) 20. Route 16 (N) 21. Southern Link (N) (22) Talafofo (S) (23) Yigo (N)	1. Asan (C) 2. Barrigada (C) 3. Commercial Port (C) 4. Ejector Station No. 3 (S) 5. Ejector Station No. 6 (S) 6. Latte Heights Double Trouble (N) 7. Latte Heights Submarine (N) 8. Latte Plantation (N) 9. Latte Sun Rise (N) 10. Maite (C) 11. Mangilao (C) 12. Namo Yona (C) 13. New Chaot (C) 14. Pagachao (S) 15. Paseo De Oro (N) 16. Pump Station No. 11 (S) 17. Reyes (S) 18. Tai Mangilao (C) 19. Toto Garden (C)	1. Agat Chaligan Taleyfac (Chaligan) (S) 2. Cabras Island (C) 3. Casamiro (C) 4. Chalan Pago Pump Station 3 (C) 5. Chalan Pago Pump Station 5 6. Dero Road (C) 7. Ejector Station No. 4 (S) 8. Ejector Station No. 5 (S) 9. Ejector Station No. 7 (S) 10. Leyang (C) 11. Main Trunk Line (S) 12. Ordot (C) 13. Pacific Latte (N) 14. PGD (N) 15. Pump Station No. 12 (S) 16. Pump Station No. 14 (S) 17. Pump Station No. 15 (S) 18. Pump Station No. 18 (S) 19. Sinajana (C) 20. Zero Down PS (N)	All Pump Stations not included as Pump Station priority projects or Tiers 1, 2, and 3.

27. Sewage Pump Stations: Preliminary Work Plans. For each tier and beginning with Tier 1, as an interim milestone, GWA shall develop and submit to EPA for review and

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[1] The district for each Pump Station is noted in parentheses: Northern (N), Central (C), and Southern (S).

approval a preliminary design schedule that prioritizes Pump Station improvements based on current known conditions of each Pump Station within that tier ("Pump Station Preliminary Work Plans"). GWA shall submit the Pump Station Preliminary Work Plans in accordance with the following schedule:

a. Tier 1 Pump Station Preliminary Work Plan within one year of the Effective Date;

b. Tier 2 Pump Station Preliminary Work Plan within five (5) years of the Effective Date;

c. Tier 3 and Tier 4 Pump Station Preliminary Work Plan within ten (10) years of the Effective Date.

28. GWA shall include in each Pump Station Preliminary Work Plan:

a. an estimated scope of work for each Pump Station based on the known condition and a corresponding conceptual design in accordance with the acceptance criteria set forth in Paragraph 31;

b. a schedule for a Pump Station condition assessment performed in accordance with Paragraph 29; and

c. a proposed schedule of key implementation dates for each Pump Station within the tier, to include, at a minimum, execute design contract, complete condition assessment, issue a notice to proceed with design, execute construction contract, issue a notice to proceed with construction, complete construction, all in accordance with Paragraph 30.

d. GWA may propose, based on worsening conditions at any Pump Station from those that existed as of the Effective Date of this Consent Decree or for which land acquisition is required, a change in Tier designation or substitution of Pump Station between

Tiers, for EPA review and approval with the Preliminary Work Plan provided that (i) if GWA proposes a tier change, GWA may only propose changing a Pump Station from a higher priority tier to a lower priority tier by one tier (*e.g.*, GWA may not propose changing a Pump Station from Tier 1 to Tier 3); and (ii) if GWA's Pump Station change proposal is based on GWA's acquisition of land, GWA must include in its request to EPA a commitment to resolve the land acquisition issue within a specific time period.

29. Sewage Pump Stations: Condition Assessments. GWA shall assess the condition of each Pump Station through observation, direct inspection, investigation, and monitoring. GWA shall use the data and information from the condition assessment to identify structural and operational issues, evaluate the overall performance of the system, update its Pump Station asset condition profiles, and assess the rate of deterioration of Pump Station assets. As interim milestones, GWA shall complete and submit Pump Station condition assessments to EPA for review and comment, in accordance with the schedules established within each Pump Station Preliminary Work Plan tier. GWA shall ensure that each condition assessment is conducted, stamped, and certified by a Professional Engineer, and include the following:

a. Review of existing condition assessment information and prior studies;

b. Review of existing operations plans, operational data, and asset management data;

c. Interviews with operations, maintenance, and engineering staff;

d. Review of available engineering drawings;

e. Pump Station inspections that include structural, mechanical, electrical, and civil assessments, and utilize up-to-date industry standard technologies, tools, and practices; and

f. For each pump: designed horsepower, power demands, designed flows, installation date, and Preferred Operating Region;

g. For each Pump Station: average flows, overall power demand, and overall wet well capacity.

For any associated Pump Station, the Force Main Condition Assessment completed under Paragraph 18 can be utilized as part of the Pump Station condition assessment to the extent that the information therein remains accurate and valid.

30. Completion of Tier 1 and 2 Projects. Based on the Pump Station condition assessments, GWA shall complete all improvement work set forth in the Pump Station Preliminary Work Plan for Tier 1 and 50% of the improvement work set forth in the Pump Station Preliminary Work Plan for Tier 2, each as a compliance milestone, including any start-up activities and any related O&M training for field personnel, in accordance with the following schedule:

a. Tier 1 Projects within seven (7) years of the Effective Date; and

b. 50% completion of Tier 2 Projects within ten (10) years of the Effective Date.

31. Sewage Pump Station Acceptance Criteria. For GWA to designate Pump Station projects complete under Paragraph 30, the Pump Station project must satisfy each criterion listed in this Paragraph and be designed and constructed to conform with good engineering practice and the Ten States Standards, including practices to improve climate change resiliency of the Pump Stations. As applicable, resilience considerations should be consistent with EPA's Creating Resilient Water Utilities initiative, such as the Resilient Strategies Guide for Water Utilities. When GWA determines that a Pump Station project has satisfied all of the acceptance criteria and standards in this Paragraph, GWA shall certify in a semi-annual report submitted

pursuant to Paragraph 48 that the Pump Station project is complete according to Paragraph 30:

a. Emergency Operations. GWA shall install, and operate as necessary, at all Pump Stations a continuous standby power supply in the form of a fuel-operated standby generator system. GWA shall design this standby generator system as part of all Pump Stations to supply the same amount of electrical power to the Pump Station (including all pumps, controls, alarms, and support systems) as supplied by the utility company. Such emergency operation systems shall comply with the Ten States Standards, including Chapter 47.

b. Screening baskets, comminutors, or grit removal devices. GWA shall install and operate screening baskets, comminutors, or grit removal devices to remove and/or comminute grit and large solids contained in the wastewater before it is pumped.

c. Proper site security and safety measures. GWA shall take all reasonable measures to maintain safe Pump Station sites, ensure that site perimeter fencing is intact, and prevent site access for trespassers, especially access to confined spaces.

d. Emergency action sheets. GWA shall update and post emergency action sheets at each Pump Station that provide a set of standard operating procedures outlining the steps an operator would take under a given scenario. GWA shall establish emergency action sheets for the following Pump Station scenarios: power failure; backup power failure; emergency response to an SSO; high-level alarm; and pre- and post-storm response. Each emergency action sheet shall contain standard operating procedures that include: response time, response personnel, chain of notification, response equipment, response procedures with order of operations, safety precautions, and close-out procedures.

e. Backflow prevention devices. GWA shall install backflow prevention devices to protect potable water sources from cross-contamination from wastewater backflow.

f. Alarms and SCADA systems. GWA shall install and maintain alarms, controls, and supervisory control and data acquisition (SCADA) systems and integrate all alarms and controls to the SCADA system to provide remote status monitoring of its pumping operations from an off-site location, and to the extent practicable, remote control of its pumping operations from an off-site location. GWA shall ensure that the SCADA system continuously monitors, reports, and transmits the following information:

i. Daily operating hours for each sewage pump;

ii. Number of pump starts for each sewage pump;

iii. Wet well level with high- and low-level alarm set points;

iv. Flow (instantaneous and average);

v. Discharge pressure with high- and low-level alarm set points; and

vi. Minimum digital inputs, including high-water level alarm in wet well, drywell flooding, intrusion alarm, Alternating Current Pump Station power failure, Direct Current low battery, and remote signal failure alarm.

g. Adequate pumping capacity and redundancy. GWA shall ensure that there is pump redundancy at each Pump Station. The minimum number of pumps per station shall be two. GWA shall ensure pumping capacity and redundancy complies with the Ten States Standards, Chapter 42.31. NEWS

h. Adequate wet-well capacity. GWA shall ensure that newly-constructed, Replacement, or Rehabilitated Pump Station wet-well volume is sufficient for anticipated wet-weather peak hourly flow conditions and coordinated with pump sizing for the station. GWA shall ensure each newly-constructed, Replacement, or Rehabilitated Pump Station wet-well complies with the Ten States Standards, Chapter 42.6.

i. Corrosion protection. GWA shall Replace all Pump Station equipment, including wet-well and valve equipment, rendered inoperable from corrosion, and provide Pump Station equipment with adequate corrosion protection. GWA shall ensure corrosion protection complies with the Ten States Standards, Chapter 42.25.

j. Adequate electrical panels, lighting, and Power Supply. GWA shall ensure that each Pump Station has adequate electrical panels, lighting, and Power Supply.

k. Force Mains. GWA shall ensure Force Mains leaving the Pump Station are in proper working condition and comply with the Ten States Standards, Chapter 49. For any associated Pump Station, work completed pursuant to the Force Main Action Plan can be utilized as part of the Pump Station Rehabilitation process to the extent that the information therein remains accurate and valid.

l. Pumps. GWA shall ensure each pump is installed and operates within the Preferred Operating Region under normal operating conditions and normal daily flow conditions. GWA shall consider whether each Rehabilitated pump needs a variable frequency drive based on a cost-benefit analysis. GWA shall ensure each type of pump within its system has a complete repair kit and the necessary spare parts to resume pump service. GWA shall ensure each pump complies with the Ten States Standards, Chapter 42.3.

m. Valves. GWA shall ensure all Pump Station valves are installed and in good working condition. Each wastewater pump shall have isolation valves to permit the removal or maintenance of the pumps and check valves without affecting the operation of remaining pumps. Each Pump Station shall have sufficient valves to permit the proper operation and maintenance of the Pump Station during normal, peak, and bypass conditions. Each valve shall be rated for use with raw, unscreened wastewater, and shall be designed for its function and

installation location, as well as the normal and maximum operating pressures expected at the Pump Station. GWA shall ensure valves comply with the Ten States Standards, Chapter 42.5.

n. Computerized Maintenance Management System ("CMMS"). GWA shall enter all equipment assets, spare parts, preventative maintenance procedures, and a recurring maintenance schedule for all Pump Station assets into GWA's CMMS in accordance with GWA's asset management program. The manufacturer's documented operation and maintenance procedure shall be incorporated into the specific preventative maintenance for each asset.

o. Operational testing and performance period. GWA shall ensure that each Pump Station completes the operational testing and performance period successfully.

p. Operational Testing. For operational testing, GWA shall operate and monitor the Pump Station for five (5) consecutive Days. During operational testing, GWA shall demonstrate Pump Station operation on automatic control without equipment or control failure and with sewage tie-in. The Pump Station mechanical equipment, electrical/control systems, and emergency power equipment shall operate without failure during the operational testing.

q. Performance Period. For a Pump Station to be considered operational and successfully complete the performance period, all Pump Station equipment and operational systems, including all control, alarm, and SCADA systems, shall operate without failure for six (6) months and shall not result in any SSOs caused by a Pump Station failure within that time period.

B. HAGÅTÑA WWTP

32. Hagåtña WWTP Secondary Treatment Feasibility Study. Within seven (7) years of the Effective Date, as a compliance milestone, GWA shall submit to EPA for review and

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EXHIBIT D

ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Task Order No. [02], consisting of 5 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/15/2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: 1/15/2025

b. Owner: Guam Waterworks Authority

c. Engineer: AECOM Technical Services, Inc.

d. Specific Project (title): Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design

e. Specific Project (description): Provide GWA with assessment and design services for gravity sewer in Barrigada, Dededo, and Yigo, and assessment and design services for Ypao and Mamajanao Pump Stations.

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK, ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement, under this Task Order, subject to the following: None

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5. Task Order Schedule

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

Party	Action	Schedule
Engineer	Conduct and complete require CCTV inspections of Gravity Mains and provide data to Owner for submittal to USEPA.	By target date of March 7, 2025, but no later than 90 calendar days from Effective Date of Task Order.
Engineer	Conduct meetings and Assist Owner with review and assessment of CCTV.	Within 300 days of completion of CCTV
Owner	Assist Engineer with requested data, as necessary.	Within 14 days of receipt from Engineer.
Owner	Submit any additional CCTV completed to Engineer, for assessment and reporting.	Within 14 days of receipt of additional CCTV data.
Engineer	Conduct and complete assessment of pump stations within scope.	Within 90 days of Effective Date of Task Order.
Engineer	Complete design of pump stations within scope.	Within 365 days of Effective Date of Task Order.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 2 Scope of Work and Fee

Description of Service	Amount	Basis of Compensation
Task 1. Task Order Management	$356,585.20	Lump Sum
Task 2. Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)	$138,815.88	Lump Sum
Task 3. Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)	$498,808.87	Lump Sum
Task 4. Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)	$173,117.70	Lump Sum
Task 5. Gravity Main & Manhole Assessment & Report	$451,167.77	Lump Sum
Task 17. Ypao Pump Station Assessment & Design	$990,619.59	Lump Sum
Task 18. Mamajanao Pump Station Assessment & Design	$988,459.16	Lump Sum
SUBTOTAL	$3,597,574.17	
GRT (5.263%)	$189,232.40	
Grand Total Task Order 2	**$3,786,806.57**	

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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 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits:

a. The following replaces and supersedes Agreement, Article 6, Paragraph 6.02.A:

For each design performed or furnished, Engineer shall be responsible for Design Services during Construction as well as all duties required in performance of the Engineer as the Construction/Project manager as defined in the Scope of Work and/or Task Order. Engineer, as both designer and Construction/Project Manager, shall be responsible for design and Shop Drawing review, review and response to Requests for Information and Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

b. The following replaces and supersedes Agreement, Article 7, Paragraph 7.01.A.15

Construction Management – Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to observe and monitor contractor activities at a construction site to meet a project's goals, plans, specifications, schedule, and safety standards as defined in the Task Order.

9. Attachments: ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

10. Other Documents Incorporated by Reference: Not Applicable

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11. 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: 1/15/2025

OWNER: Guam Waterworks Authority

By: _____

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER:

By: Martin Nakasone

Print Name: Martin Nakasone

Title: Authorized Signatory

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

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

Engineering Department Approval:

By: _____

BRETT RAILEY, P.E.
GWA Acting Asst. General Manager - Engineering

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Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Note: No additional comment.

Contract Amount: $ 3,786,806.57
Contingency: $ _____
Amount Certified: $ 3,786,806.57
Funding Source:
B2016, WW 09-01: $2,149.55
B2020A, WW 09-01: $953,246.00
B2016, WW 09-06: $608,679.09
B2020A, WW 09-06: $1,400,000.00
B2020A, Mp-WW-Pipe-01: $822,731.93

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EXHIBIT E

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement
Project No S 22-02 BND
Task Order No. 02 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design
Amendment #01
05/12/25
ROUGH ORDER OF MAGNITUDE

Table 1: Fee Summary Estimate (Task Order #02- Amendment #01)

Task No.	Task Name	Estimated Fee
	Mangilao Route 10 Design (Capacity Assurance Project)	$819,427.41
	Yigo & Dededo Design (Acute Defect Projects)	$1,557,157.84
	Ypao and Mamajanao Pump Station Second Structure	$34,950.00
	Additional Sewer Mainline and Manhole Inspection (Acute Defects)	$241,080.00
	- Vactor Truck Rental (Allow for 15 days)	$30,000.00
	- PM & Field Support	$35,000.00
	Gravity Main & Manhole Assessments & Report	$195,027.28
	Contingency (10%)	$291,264.25
	GRT (5.26%)	$168,525.50
	Total	$3,372,432.28

EXHIBIT F

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement
Project No S 22-02 BND
Task Order No. 03
Fee Summary Table
01/06/26

Task No.	Task Name	Fee
2	Hagåtña Relief Line Condition Assessment & Rehabilitation	$877,430.45
3	CarsPlus Gravity Sewer Relocation	$406,284.92
	Subtotal	$1,283,715.37
	GRT (4.712%)	$60,488.67
	Total	**$1,344,204.04**

Draft Scope of Work

for Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island-Wide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement

Project No.: S22-02 BND

Task Order: No. 03 , Hagåtña Relief Line Rehabilitation, Cars Plus Sewer Relocation

J anuary 8, 2026

Prepared for

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam 969132

Prepared by

AECOM

415 Chalan San Antonio Road, Suite 112

Tamuning, Guam 96913

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

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AECOM Scope of Work for GWA ID/IQ Task Order No. 3

I. SCOPE OF WORK SUMMARY

Project Title:	Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement Project No S 22-02 BND;
Task Order:	No. 03 Hagåtña Relief Line Rehabilitation, Cars Plus Sewer Relocation
Client:	Guam Waterworks Authority (GWA)
Period of Performance:	January 2026 – December 2028

Table 1. Points of Contact

Role	Name	Phone	E mail
GWA Task Order Manager	George Watson	(671) 428-1515	gjwatson@guamwaterworks.org
AECOM Guam ID/IQ Manager	Pete Diaz	(671) 797-3336	Pete.Diaz@aecom.com
AECOM Task Order Manager	Jarrett Brown	(808) 529-7248	Jarrett.Brown@aecom.com

This scope of work includes the following sections:

- **Section I** – Overview of the Scope of Work based on the GWA ID/IQ Task Order 3 Scope of Work
- **Section II** – Technical approach to tasks specified in GWA ID/IQ Task Order 3
- **Section III** – Schedule for accomplishing the deliverables in GWA ID/IQ Task Order 3
- **Section IV** – Basis and assumptions for the cost estimate (a detailed budget and a breakdown of estimated hours and costs, by task, are included in the separate cost estimate for the proposal)
- **Section V** – AECOM's quality assurance (QA) procedures to promote quality and timeliness of deliverables
- **Section VI** – Products/Printing

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

II. TA SK ORDE R OV E RV IE W

GWA intends to meet the Compliance Requirements of the Capacity Assurance projects as outlined in the Partial Consent Decree. These efforts are designed to address Sanitary Sewer Overflows (SSO), Infiltration/Inflow (I/I) issues, and capacity problems within the wastewater collection system.

Task Order No. 3 includes the following projects:

1. Project 01 – Hagåtña Relief Line Condition Assessment & Rehabilitation
2. Project 02 – CarsPlus Gravity Sewer Relocation

Under Task Order No. 3, AECOM will assist GWA by conducting condition assessments and design documents for the construction of new or rehabilitated gravity sewer mains, design documents for construction of relocated gravity mains, and providing additional support activities related to compliance with the Partial Consent Decree. Deliverables will include preparation of documents for GWA's review and comment:

- Topographic surveys, archeological reports, and geotechnical investigations
- Condition Assessment Reports
- Basis of Design Reports (BODRs)
- 30%, 50%, and 60% design packages (interim design milestones vary by project)
- Final bid packages including:
    - 100% design plans
    - engineering specifications
    - cost estimate
    - construction schedule
    - supporting design calculations
    - list of required or obtained permits and clearances
    - other documents necessary for project construction

AECOM will prepare these documents consistent with applicable Federal and Guam laws, regulations, ordinances, and permitting requirements. AECOM will coordinate with the Guam and Federal agencies, as appropriate, to support compliance with these requirements.

III. SCOPE OF SE RV ICE S

1.0 Task Order Management

Task Order Management services will be provided to facilitate the execution of the projects. The effort will include the coordination of activities to promote alignment and integration across the Task Order.

Project schedules will be established and managed to promote timely completion, and cost control measures will be implemented to maintain budget adherence. Oversight of the design process will be provided, ensuring that the designs meet required standards and objectives. This will include managing field activities, design teams and tasks, reviewing progress designs, and monitoring compliance with design standards.

Tools and techniques will be implemented to monitor and control project progress, including risk management, quality control, and performance measurement, to help project deliverables remain on schedule.

Stakeholders will be engaged to understand their needs and expectations, and these will be met throughout the design process through regular communication, coordination, and updates.

Strategies for project delivery will be developed and implemented in collaboration with GWA, including contracting and procurement strategies intended to promote value and efficiency in the work.

Design changes will be managed to support orderly implementation and to help maintain progress toward overall Task Order objectives. This includes assessing potential impacts and coordinating communication with stakeholders.

2.0 H agå tñ a Relief L ine A ssessment and Design

AECOM will provide project management, condition assessment, design, and construction support services for the rehabilitation or replacement of the existing 36-inch gravity sewer main located between approximate station 11+00 and 20+94.21. The collection pipeline was reportedly constructed in 1986; however, available information suggests that construction may not have been completed, and quality control testing may not have been performed. The pipe diameter is confirmed at 36 inches, but the material has not been verified. The overall construction quality is in question, as some manhole benches and pipe penetrations appear incomplete or unsealed. The pipeline also appears to have inflow and infiltration (I&I) issues, as it remains full of stagnant water despite not being in service.

Services will include overall project coordination, schedule and budget management, and communication with GWA and relevant stakeholders. AECOM will perform a condition assessment of the existing system through record review and field investigations to inform design decisions. Design deliverables will include design submittals at the 30%, 50%, 60%, and 100% levels (interim milestones vary by project), each including drawings, specifications, and cost estimates, for GWA review and acceptance. AECOM will also provide bidding support, including responses to bidder questions and preparation of addenda if required. During construction, AECOM will provide engineering support services, including submittal review, responses to contractor RFIs, and site visits to help verify the work is consistent with the design intent and project requirements. Work will be performed in accordance with GWA standards and applicable regulatory requirements. These services will be provided as detailed in the following scope of services.

2.1 Project Management

2.1.1. Project Management

Project management services will be provided to support the effective execution and coordination of the condition assessment and design phases. These services will include:

a. Developing and maintaining the project schedule and tracking key milestones.

b. Coordinating internal and external team members to promote timely completion of tasks.

c. Organizing and facilitating design meetings, including preparing agendas and documenting meeting minutes and action items.

d. Monitoring scope, budget, and schedule to identify and address potential issues early.

e. Managing communication and documentation, including submittals, transmittals, and design deliverables.

f. Quality assurance reviews to verify that design deliverables are consistent with the project requirements and standards.

2.1.2. Project Schedule

AECOM will submit a project schedule to track anticipated task durations and milestones from the issuance of NTP. The schedule will be updated periodically during the project, including the various design phases, contract bidding, and engineering support phases during construction stages. GWA will be notified if the target dates cannot be accomplished.

2.1.3. Progress Reports

AECOM will submit monthly progress reports in support of monthly billings. Each report will provide an overview of work completed to date and will include task fees, percentage complete, earned value to date, project summary, activities completed or in progress, planned activities for the next reporting period, schedule of deliverables, modification log, task-based project completion summary, and an invoice status. The report will be included as part of the invoice package.

2.1.4. Meetings and Coordination

Conduct and facilitate regularly scheduled meetings and coordinate with entities within and outside of the project teams.

a. Project Kickoff Meeting: AECOM will coordinate and host a kickoff meeting with GWA to discuss the objectives of the project. AECOM will solicit design parameters from GWA, discuss the challenges the project seeks to address, and refine the specifics of project schedule. AECOM will consult with GWA on environmental considerations, regulations/permitting and other relevant topics during project initiation.

b. Bi-weekly Meetings: AECOM will coordinate with the project team and, when necessary, with external stakeholders. Facilitate milestone meetings, ensuring key points are discussed and agreed upon. Additionally, prepare and distribute detailed meeting minutes to document discussions and decisions.

c. Stakeholder Meetings: Coordinate and communicate with local and federal agencies, including the Guam Environmental Protection Agency (GEPA), the Department of Public Works (DPW), the Department of Parks and Recreation (DPR) and Guam Historic Preservation Office (GHRD), and the US Fish and Wildlife Services (USFWS) throughout the project. This coordination will facilitate the review and permitting process aligns with the project schedule.

d. Design Review Meetings: Design review (30%, 60%, and 100%) meetings shall be covered under a separate task.

2.1.5. Deliverables

a. Monthly Progress/Status Reports

b. Project Progress Schedule(s)

c. Meeting Minutes

2.1.6. Assumptions and Exclusions

a. It is assumed that bi-weekly coordination meetings for the four projects in this Task Order will be consolidated into a single meeting, given the limited size and scope of the projects.

b. Due to the small scale of this project, a formal written Project Management Plan is not included in the scope of services. Project management and coordination support will be provided.

c. AECOM anticipates that GWA will provide contact information for GWA and other key stakeholders to enable coordination of the project kickoff meeting.

2.2 Hagåtña Relief Line Condition Assessment and Rehabilitation

2.2.1. CCTV & Manhole Inspection Management

a. Client Meetings & Coordination

b. Field Support, Monitoring, Coordination, & Safety

c. Identify the Manholes to be inspected in the field based on existing records and field observations.

d. Secure a DPW Highway Encroachment Permit prior to the start of work.

e. Prepare a Traffic Control Plan

2.2.2. CCTV Inspection of Sewer Mainline & Manhole Inspections

a. Hagåtña Relief Line Cleaning & CCTV Inspection

i. These services will be provided by **Underground Services, Inc (USI).**

ii. The Contractor will participate in a coordination meeting prior to commencing field work.

iii. CCTV work will be performed in compliance with the requirements of DPW Highway Encroachment permit.

iv. The Contractor will provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete their work in compliance with the encroachment permit.

v. Pipeline inspections will be performed in compliance with the NASSCO PACP.

b. Inspection of Hagåtña Relief Line Manholes

i. These services will be provided by **Underground Services, Inc (USI).**

ii. The Contractor will participate in a coordination meeting prior to commencing field work.

iii. Manhole inspection work will be performed in compliance with the requirements of DPW Highway Encroachment permit.

iv. The Contractor will provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete their work in compliance with the encroachment permit.

v. Manhole inspections will be performed in compliance with NASSCO MACP.

c. Deliverables

i. CCTV Inspection Videos in accordance with NASSCO Standards.

ii. Summary Spreadsheet of CCTV Inspections.

iii. Inspection Report of CCTV Inspections with NASSCO Ratings.

iv. Summary Spreadsheet of Manhole Inspections.

v. Report of each inspection (Pipeline/Manhole) with embedded photos in accordance with Standard NASSCO PACP/MACP formats.

vi. Deliverables will be provided electronically as a PDF.

d. Assumptions & Exclusions

i. GWA shall provide an approved location (e.g., Northern District Wastewater Treatment Plant) to dispose of cleaning debris.

ii. GWA shall provide water access from hydrants near the job site for the jetting and cleaning operations

iii. Uncovering buried or paved over access points or manholes is excluded from our services. If this condition is encountered, the segment will be skipped, GWA will be informed of the condition, and it will be documented in the inspection report as not accessible.

iv. More than one (1) attempt from each direction to CCTV a segment is excluded from our services. If a blockage is encountered and prevents inspection, the segment will be skipped, and GWA will be notified to clear the obstruction.

v. Our pricing for the Hagåtña Relief Line, manhole inspection, and heavy cleaning services under this task is based on the assumption that the Task Order will be issued and executed in a timely manner, that USi personnel and equipment are on island, and that these services will be performed concurrently with our ongoing work without requiring additional mobilization or demobilization of equipment, personnel, or materials. Should additional mobilization or demobilization be necessary, a separate scope of work and fee proposal will be provided.

2.2.3. Hagåtña Relief Line Condition Assessment Report

AECOM will prepare a Condition Assessment Report based on the CCTV and manhole inspections performed.

a. Data Analysis

i. The data from inspections will be used to determine the condition and structural defects of the Hagåtña Relief Line.

ii. The follow-up steps include processing, evaluating, and analyzing the inspection data and using that information to make informed decisions.

iii. Code defects in accordance with NASSCO's PACP and MACP.

iv. Evaluate the NASSCO rating, Failure Mode, Likelihood of Failure, Consequence Failure, Critically Analysis, and remaining Useful Life.

v. Recommends for repair, rehabilitation, and replacement will be based on these evaluations and recommended engineering practices. Indicate the data and defects coding on pipe segments.

b. Assessment Report

i. Submit a Condition Assessment Report and provide Hagåtña Relief Line rehabilitation recommendations to GWA for review.

ii. Summarize the results of the CCTV pipe and manhole inspections and the defect data by NASSCO certified operators and licensed software programs to be consistent using PACP and MACP.

iii. Submit data to GWA in Environmental Systems Research Institute, Inc. (ESRI) Geographic Information System (GIS) mapping format.

c. Deliverables

i. Draft Condition Assessment Report

ii. Final Condition Assessment Report

iii. ESRI GIS Data

d. Assumptions and Exclusions

i. The Hagåtña Relief Line Condition Assessment Report will be submitted to GWA only (not EPA) for review and approval.

ii. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

2.3 Preliminary Design

2.3.1. Data Research

AECOM will gather relevant data and conduct field investigations to support the development of the design. This may include site visits, utility research, topographic and boundary information, environmental constraints, and coordination with stakeholders. The collected information will be used to evaluate existing conditions and identify potential challenges. Based on this analysis, AECOM will consider and assess design alternatives, considering factors such as constructability, cost, environmental impact, and long-term maintenance. The intent is to identify a practical and effective design approach before advancing into detailed design.

Site Visits

a. This Task includes one (1) civil engineer to conduct site investigations. We have assumed site visit of one (1) working day plus travel to and from Guam.

2.3.2. Topographic Survey Services

a. These services will be provided by **G uam Surveyor, L L C.**

b. Provide topographic field survey within the road right-of-way including surface features, elevations, visible utilities, accessible utility inverts elevations, rights-of-way, easements, boundaries within the project limits, and AutoCAD mapping.

2.3.3. Geotechnical Exploration Services

a. These services will be provided by Geo-Engineering & Testing, Inc.

b. Geotechnical services will be performed to support the design of the sanitary sewer collection line and to help inform alignment, depth, and construction considerations. Services will include:

i. Reviewing available geologic and geotechnical information relevant to the project area.

ii. Conducting field investigations, including soil boring(s) along the proposed alignment, to determine subsurface conditions.

iii. Performing laboratory testing of soil samples to evaluate physical and engineering properties.

iv. Assessing soil strength, stability, and groundwater conditions that may affect trench excavation, pipe bedding, and backfill.

v. Providing recommendations for trench support, excavation methods, pipe zone materials, and compaction requirements.

vi. Identifying potential geotechnical risks, such as soft soils, high groundwater, or expansive clays, and recommending appropriate mitigation measures.

vii. Preparing a geotechnical report summarizing findings and recommendations to be used in the final design.

These services will help inform the design with respect to the subsurface conditions and support development of an appropriate cost-effective approach.

2.3.4. Archaeological Services

a. These services will be provided by Southeastern Archaeological Research, LLC. (SEARCH)

b. The scope of work assumes the preparation of an Archaeological Monitoring and Data Recovery Plan (AMDRP) is required. The Guam State Historic Preservation Office (SHPO) may require preparation of an AMDRP prior to ground disturbance.

c. The preparation of the AMDRP will assess negative impacts the project may have on cultural resources and offer recommendations regarding historical properties. This process will include the preparation of a technical report that details background research, field methodology, survey results, and mitigation recommendations. The archaeological team will conduct a cultural resource inventory and evaluate historic resources potentially affected by the project. This will involve preparing and submitting an inventory survey plan, conducting the inventory survey, and reporting findings to SHPO, as well as other relevant agencies such as the Department of Agriculture, GEPA, and U.S. Fish and Wildlife Service.

d. Archaeological monitoring will be provided to support the geotechnical investigation as required by SHPO to monitor impacts of the project on the cultural resources within the project area.

2.3.5. Preliminary Design Workshop

A virtual preliminary design workshop will be conducted with the GWA project team to review approach, methodologies, findings, and determine design basis.

2.3.6. Basis of Design Report (BODR)

AECOM will develop a Basis of Design Report (BODR) that will include key information pertaining to related geotechnical and civil design criteria for the repair or replacement of the existing collection

system to be submitted for GWA review and approval. The design will be in accordance with the applicable standards. The BODR at the minimum will address the following elements:

a. Design objectives
b. Civil and geotechnical design criteria
c. Surrounding infrastructure, utility, right-of-way, and easement considerations
d. Proposed improvements
e. Quantity of wastewater flow
f. Flow control and bypass pumping
g. Hydraulic and gravity pipeline design
h. Pipeline construction and acceptance testing
i. Traffic Control
j. Concept Drawings
k. Class 5 construction cost estimate in accordance with the AACE International Cost Estimated Classification System.

2.3.7. Deliverables

a. Geotechnical Report – Draft
b. Geotechnical Report – Final
c. Archaeological Monitoring and Data Recovery Plan – Draft
d. Archaeological Monitoring and Data Recovery Plan – Final
e. Preliminary Design Workshop Agenda & Minutes
f. Draft Basis of Design Report (BODR)
g. Final Basis of Design Report (BODR)

2.3.8. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.
b. This scope of work assumes that USEPA shall prepare a Categorical Exclusion for NEPA compliance and that no local environmental documentation or other NEPA documentation shall be required.
c. Subsurface utilities will be located through information obtained by the topographic survey of above ground utility features and from information derived from existing records. Actual exposure of utilities and surface geophysical methods are excluded.
d. Easement and Land Acquisition services are excluded.
e. Our scope of services assume two (2) soils borings shall be provided.

2.4 Design

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Following acceptance and approval of the final BODR, the designer will perform the following tasks to complete the 30%, 60%, and 100% design document packages.

2.4.1. Meetings

a. The designer will conduct bi-weekly design progress review meetings with GWA to review the design process, each design discipline status, issues, and project schedule.

b. Virtual design workshops will be conducted at the completion of the 30%, 60%, and 100% design development milestones.

c. Prepare and submit design progress review meeting and workshop agendas and minutes to GWA project team.

2.4.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 60% design, assist GWA with obtaining DPW Building Permit "initial" review and routing. Permitting agencies may include Land Management, Contractor's License Board, Public Health, Environmental Protection Agency, Guam Waterworks Authority, Guam Power Fire Prevention Bureau, PEALS Board, Department Parks and Recreation, Department of Agriculture, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design.

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

2.4.3. Design Documents

a. Prepare the 30%, 60%, and 100% progress design drawings, specifications, and contract documents.

b. Prepare "Issued for Bid" drawings, specifications, and contract documents.

2.4.4. Cost Estimate

Prepare Class 4, 3, 2, and 1 construction cost estimates for the 30%, 60%, and 100% design phases, respectively. The estimates shall be in accordance with AACE International Cost Estimated Classification System.

2.4.5. Deliverables

a. Monthly Design Progress Review Meeting Agenda & Minutes

b. Design Workshop Agenda & Minutes (30%)

c. Design Drawings (30%)

d. Outline Technical Specifications (30%)

e. Class 4 Cost Estimate (30%)

f. Design Workshop Agenda & Minutes (60%)

g. Design Drawings (60%)

h. Technical Specifications (60%)

i. Class 3 Cost Estimate (60%)

j. Design Workshop Agenda & Minutes (100%)

k. Design Drawings (100%)

l. Technical Specifications (100%)

m. Class 1 Cost Estimate (100%)

n. Design Drawings (Issued for Bid)

o. Technical Specifications (Issued for Bid)

2.4.6. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

b. It is anticipated that GWA will use a design-bid-build procurement method. Bid documents must be finalized prior to commencement of the formal bidding process.

c. Permit fees shall be borne by the Contractor.

d. Our SOW assumes Division 00 (front end) specifications shall be provided by and approved by GWA. AECOM will provide limited support to provide project specific details to the Division 00 specifications.

2.5 Contract Bidding Support

2.5.1. Pre-Bid Meeting and Site Visit

a. Prepare for and conduct pre-bid meeting and site visit. This will include the preparation of an agenda, maps for the site visit, and a sign-in sheet for the meeting and site visit. Facilitate the meeting with GWA, record the meeting, prepare minutes, and distribute the minutes to attendees via email.

2.5.2. Requests for Clarification

a. Compile requests for clarification regarding the design, prepare responses and distribute to plan holders via email. Assist GWA with the preparation and review of addenda to the Contract Documents.

2.5.3. Bid Evaluation Meeting

a. Attend virtual bid evaluation meeting with GWA.

2.5.4. Bid Evaluation

a. After receipt of construction bid packages, AECOM will perform an overall review of the bids received for completeness in accordance with the requirements of the bid documents with an emphasis on the apparent low bidder(s). AECOM will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

2.5.5. Technical Memorandum

a. Upon completion of the bid evaluation, AECOM will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of the performance and payment bonds, insurance to verify compliance with bid documents, procurement regulations, bid analysis, and Contractor ranking by bid amount.

2.5.6. Deliverables

a. Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet.

b. Request for Clarification Responses

c. Bid Evaluation Spreadsheet

d. Technical Memorandum

2.5.7. Assumptions and Exclusions

a. N/A

2.6 E ngineering Support During Construction

2.6.1. Conformed Bid Documents

a. Coordinate preparation of "Issued for Construction" conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

2.6.2. Preconstruction Meeting

a. Virtually attend the Preconstruction Meeting.

2.6.3. Weekly Progress Meetings

a. Attend weekly progress meetings, if requested by the Construction Manager (CM) or GWA.

b. **Ten (10)** progress meetings are included in this scope of work. If additional meetings are required, a separate scope and fee will be provided.

2.6.4. Submittal Review

a. Review Contractor submittals (e.g., product data, shop drawings, design calculations, samples, test results, and other data) required to be submitted by the Contractor for conformance with contract documents, as requested by the CM.

b. **Twenty (20)** submittal reviews are included in this scope of work. It is assumed each submittal will have three (3) review iterations. If additional submittals are required for review, a separate scope and fee will be provided.

2.6.5. Substitution Requests

a. Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

b. **Five (5)**substitution request reviews are included in this scope of work. It is assumed each substitution request will have three (3) review iterations. If additional substitution requests are required for review, a separate scope and fee will be provided.

2.6.6. Requests for Information

a. Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

b. **Thirty-five (35)** RFI responses are included in this scope of work. It is assumed each RFI may have three (3) response iterations. If additional reviews are required, a separate scope and fee will be provided.

2.6.7. Record Drawings

a. Prepare final record drawings in AutoCAD based on marked-up construction drawings provided by the Contractor. The record drawings shall not be signed and sealed by the Engineer.

2.6.8. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

e. Modification to Contract Documents

f. Record Drawings

2.6.9. Assumptions and Exclusions

a. Archaeological services during construction are excluded.

b. Construction Management services and additional site visits during construction are excluded.

c. Preliminary inspections, final inspection, and the preparation of punch lists are excluded.

d. Modifications to the contract documents due to unforeseen conditions are excluded from the scope of work.

e. If additional services are required, a separate scope and fee will be provided.

3.0 CarsPlus G ravity Sewer Relocation Design

AECOM will provide project management, assessment, design, and construction support services for the relocation of an existing collection line that currently runs through the Cars Plus parking lot, south of the car wash facility, and beneath several parking areas to the north end of the site. The project will involve locating and assessing the existing line, documenting service lateral connections from both on-site and off-site properties and relocating the pipeline within the Paterno Street right-of-way (ROW). Several properties along the east side of Paterno Street will be provided with cleanouts and connection points at their ROW lines. The location where the new line will connect to the existing system is currently unknown and will be determined through field investigations.

Services will include overall project coordination, schedule and budget management, and communication with GWA and relevant stakeholders. AECOM will perform an assessment of the existing system through record review and field investigations to inform design decisions. Design deliverables will include preliminary design and full design submittals at the 50% and 100% levels, each including drawings, specifications, and cost estimates, for GWA review and acceptance. AECOM will also provide

bidding support, including responses to bidder questions and preparation of addenda if required. During construction, AECOM will offer engineering support services such as submittal review, responses to contractor RFIs, and site visits to help verify the work is consistent with the design intent and project requirements. Work will be performed in accordance with GWA standards and applicable regulatory requirements. These services will be provided as detailed in the following scope of services.

3.1 Project Management

3.1.1. Project Management

3.1.2. Project management services will be provided to support the effective execution and coordination of the design phase. These services will include:

a. Serving as the primary point of contact between the client and the design team.

b. Developing and maintaining the project schedule and tracking key milestones.

c. Coordinating internal and external team members to promote timely completion of tasks.

d. Organizing and facilitating design meetings, including preparing agendas and documenting meeting minutes and action items.

e. Monitoring scope, budget, and schedule to identify and address potential issues early.

f. Managing communication and documentation, including submittals, transmittals, and design deliverables.

g. Quality assurance reviews to verify that the design deliverables are consistent with project requirements and standards.

These project management efforts are intended to help keep the design effort organized, responsive, and aligned with the overall goals and timeline of the project.

3.1.3. Project Schedule

AECOM will submit a project schedule to track anticipated task durations and milestones from the issuance of NTP. Update schedule periodically during the project, including at the preliminary design, design phases, contract bidding, and engineering support phases during construction stages. GWA will be notified if the target dates cannot be accomplished.

3.1.4. Progress Reports

AECOM will submit monthly progress reports in support of monthly billings. Each report will provide an overview of work completed to date and will include task fees, percentage complete, earned value to date, project summary, activities completed or in progress, planned activities for the next reporting period, a schedule of deliverables, a modification log, a task-based project completion summary, and invoice status. The report will be included as part of the invoice package.

3.1.5. Meetings and Coordination

Conduct and chair regularly scheduled virtual meetings and coordinate with entities within and outside of the project teams. Identify and facilitate milestone meetings.

a. Project Kickoff Meeting: AECOM will coordinate and host a kickoff meeting with GWA to discuss the objectives of the project. AECOM will solicit design parameters from GWA, discuss the challenges the project seeks to address, and refine the specifics of project schedule. AECOM will consult with GWA on environmental considerations, regulations/permitting and other relevant topics during project initiation.

b. Bi-weekly Meetings: AECOM will coordinate with the project team and, when necessary, with external stakeholders. Identify and facilitate milestone meetings, ensuring key points are discussed and agreed upon. Additionally, prepare and distribute detailed meeting minutes to document discussions and decisions.

c. Stakeholder Meetings: Coordinate and communicate with local and federal agencies, including the Guam Environmental Protection Agency (GEPA), the Department of Public Works (DPW), the Department of Parks and Recreation (DPR) and Guam Historic Preservation Office (GHRD), and the US Fish and Wildlife Services (USFWS) throughout the project. This coordination will facilitate the review and permitting process aligns with the project schedule.

d. Design Review Meetings: Design review (50% and 100%) meetings shall be covered under a separate task.

3.1.6. Deliverables

a. Monthly Progress/Status Reports

b. Project Progress Schedule(s)

c. Meeting Minutes

3.1.7. Assumptions and Exclusions

a. It is assumed that bi-weekly coordination meetings for the four projects in this Task Order will be consolidated into a single meeting, given the limited size and scope of the projects.

b. Due to the small scale of this project, a formal written Project Management Plan is not included in the scope of services. Project management and coordination support will be provided.

c. AECOM anticipates that GWA will provide contact information for GWA and other key stakeholders to enable coordination of the project kickoff meeting.

3.2 Preliminary Design

3.2.1. Data Research

AECOM will gather relevant data and conduct field investigations to support the development of the design. This may include site visits, utility research, topographic and boundary information, environmental constraints, and coordination with stakeholders. The collected information will be used to evaluate existing conditions and identify potential challenges. Based on this analysis, the designer will develop and assess design alternatives, considering factors such as constructability, cost, environmental impact, and long-term maintenance. The intent is to identify a practical and effective design approach before advancing into detailed design.

3.2.2. Site Visits

a. This Task includes one (1) civil engineer to conduct site investigations. We have assumed site visit of one (1) working day plus travel to and from Guam.

3.2.3. Topographic Survey Services

a. These services will be provided by Guam Surveyor, LLC.

b. Provide topographic field survey within the road right-of-way including surface features, elevations, visible utilities, accessible utility inverts elevations, rights-of-way, easements, boundaries within the project limits, and AutoCAD mapping.

3.2.4. Geotechnical Evaluation Services

a. These services will be provided by Geo-Engineering & Testing, Inc.

b. Geotechnical services will be performed to support the design of the sanitary sewer collection line and to help inform alignment, depth, and construction considerations. Services will include:

i. This task includes a desk-level geotechnical evaluation based on a review of available subsurface information from nearby and relevant projects. No field investigation, drilling, sampling, or laboratory testing will be performed as part of this task. The evaluation will rely on published geotechnical reports, boring logs, geological maps, and other publicly available or client-provided subsurface data within the project vicinity.

ii. Reviewing available geologic and geotechnical information relevant to the project area.

iii. Assessing anticipated soil strength, stability, and groundwater conditions that may affect trench excavation, pipe bedding, and backfill based on the available data.

iv. Providing recommendations for trench support, excavation methods, pipe zone materials, and compaction requirements based on the available data.

v. Identifying potential geotechnical risks, such as soft soils, high groundwater, or expansive clays, and recommending appropriate mitigation measures based on the available data.

vi. Preparing a geotechnical report summarizing findings and recommendations to be used in the final design.

These services will help inform the design with respect to the subsurface conditions and support development of an appropriate cost-effective approach.

3.2.5. Archaeological Services

a. These services will be provided by Southeastern Archaeological Research, LLC. (SEARCH)

b. The scope of work assumes the preparation of an Archaeological Monitoring and Data Recovery Plan (AMDRP) is required. The Guam State Historic Preservation Office (SHPO) may require preparation of an AMDRP prior to ground disturbance.

c. The preparation of the AMDRP will assess negative impacts the project may have on cultural resources and offer recommendations regarding historical properties. This process will include the preparation of a technical report that details background research, field methodology, survey results, and mitigation recommendations. The archaeological team will conduct a cultural resource inventory and evaluate historic resources potentially affected by the project. This will involve preparing and submitting an inventory survey plan, conducting the inventory survey, and reporting findings to SHPO, as well as other relevant agencies such as the Department of Agriculture, GEPA, and U.S. Fish and Wildlife Service.

d. Archaeological monitoring will be provided to support the geotechnical investigation as required by SHPO to monitor impacts of the project on the cultural resources within the project area.

3.2.6. Preliminary Design Workshop

A virtual preliminary design workshop will be conducted with the GWA project team to review approach, methodologies, findings, and determine design basis.

3.2.7. Basis of Design Report (BODR)

AECOM will develop a Basis of Design Report (BODR) that will include key information pertaining to related geotechnical and civil design criteria for the repair or replacement of the existing collection system to be submitted for GWA review and approval. The design will be in accordance with the applicable standards. The BODR at the minimum shall address the following elements:

a. Design objectives
b. Civil and geotechnical design criteria
c. Surrounding infrastructure, utility, right-of-way, and easement considerations
d. Proposed improvements
e. Quantity of wastewater flow
f. Flow control and bypass pumping
g. Hydraulic and gravity pipeline design
h. Pipeline construction and acceptance testing
i. Traffic Control
j. Concept Drawings
k. Class 5 construction cost estimate in accordance with the AACE International Cost Estimated Classification System.

3.2.8. Deliverables

a. Geotechnical Report – Draft
b. Geotechnical Report – Final
c. Archaeological Monitoring and Data Recovery Plan – Draft
d. Archaeological Monitoring and Data Recovery Plan – Final
e. Preliminary Design Workshop Agenda & Minutes
f. Basis of Design Report (BODR) – Final

3.2.9. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

b. This scope of work assumes that USEPA shall prepare a Categorical Exclusion for NEPA compliance and that no local environmental documentation or other NEPA documentation shall be required.

c. Subsurface utilities will be located through information obtained by the topographic survey of above ground utility features and from information derived from existing records. Actual exposure of utilities and surface geophysical methods are excluded.

d. Easement and Land Acquisition services are excluded.

e. Actual subsurface conditions may vary from those inferred from the desk-level geotechnical evaluation.

3.3 Design

Following acceptance and approval of the final BODR, the designer will perform the following tasks to complete the 50% and 100% design document packages.

3.3.1. Meetings

a. The designer will conduct bi-weekly design progress review meetings with GWA to review the design process, each design discipline status, issues, and project schedule.

b. Virtual design workshops will be conducted at the completion of the 50% and 100% design development milestones.

c. Prepare and submit design progress review meeting and workshop agendas and minutes to GWA project team.

3.3.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 50% design, assist GWA with obtaining DPW Building Permit “initial” review and routing. Permitting agencies may include Land Management, Contractor’s License Board, Public Health, Environmental Protection Agency, Guam Waterworks Authority, Guam Power Fire Prevention Bureau, PEALS Board, Department Parks and Recreation, Department of Agriculture, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design.

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

3.3.3. Design Documents

a. Prepare the 50% and 100% progress design drawings, specifications, and contract documents.

b. Prepare “Issued for Bid” drawings, specifications, and contract documents.

3.3.4. Cost Estimate

Prepare Class 4, 3, 2, and 1 construction cost estimates for the 50% and 100% design phases, respectively. The estimates shall be in accordance with AACE International Cost Estimated Classification System.

3.3.5. Deliverables

a. Monthly Design Progress Review Meeting Agenda & Minutes
b. Design Workshop Agenda & Minutes (50%)
c. Design Drawings (50%)
d. Technical Specifications (50%)
e. Class 3 Cost Estimate (50%)
f. Design Workshop Agenda & Minutes (100%)
g. Design Drawings (100%)
h. Technical Specifications (100%)
i. Class 1 Cost Estimate (100%)
j. Design Drawings (Issued for Bid)
k. Technical Specifications (Issued for Bid)

3.3.6. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.
b. It is anticipated that GWA will use a design-bid-build procurement method. Bid documents must be finalized prior to commencement of the formal bidding process.
c. Permit fees shall be borne by the Contractor.
d. Our SOW assumes Division 00 (front end) specifications shall be provided by and approved by GWA. AECOM will provide limited support to provide project specific details to the Division 00 specifications.

3.4 Contract Bidding Support

3.4.1. Pre-Bid Meeting and Site Visit

a. Prepare for and conduct pre-bid meeting and site visit. This will include the preparation of an agenda, maps for the site visit, and a sign-in sheet for the meeting and site visit. Facilitate the meeting with GWA, record the meeting, prepare minutes, and distribute the minutes to attendees via email.

3.4.2. Requests for Clarification

a. Compile requests for clarification regarding the design, prepare responses and distribute to the plan holders via email. Assist GWA in the preparation and review of addenda to the Contract Documents.

3.4.3. Bid Evaluation Meeting

a. Attend virtual bid evaluation meeting with GWA.

3.4.4. Bid Evaluation

a. After receipt of construction bid packages, the AECOM will perform an overall review of the bids received for completeness in accordance with the requirements of the bid documents with an emphasis on the apparent low bidder(s). AECOM will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

3.4.5. Technical Memorandum

a. Upon completion of the bid evaluation, the AECOM will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of the performance and payment bonds, insurance to verify compliance with bid documents, procurement regulations, bid analysis, and Contractor ranking by bid amount.

3.4.6. Deliverables

a. Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet.

b. Request for Clarification Responses

c. Bid Evaluation Spreadsheet

d. Technical Memorandum

3.4.7. Assumptions and Exclusions

a. N/A

3.5 E ngineering Support During Construction

3.5.1. Conformed Bid Documents

a. Coordinate preparation of “Issued for Construction” conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

3.5.2. Preconstruction Meeting

a. Virtually attend Preconstruction Meeting.

3.5.3. Weekly Progress Meetings

a. Attend weekly progress meetings, if requested by the Construction Manager (CM) or GWA.

b. **Ten (10)** progress meetings are included in this scope of work. If additional meetings are required, a separate scope and fee will be provided.

3.5.4. Submittal Review

a. Review Contractor submittals (e.g., product data, shop drawings, design calculations, samples, test results, and other data) required to be submitted by the Contractor for conformance with contract documents, as requested by the CM.

b. **Twenty (20)** submittal reviews are included in this scope of work. It is assumed each submittal will have three (3) review iterations. If additional submittals are required for review, a separate scope and fee will be provided.

3.5.5. Substitution Requests

a. Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

b. **Three (3)** substitution request reviews are included in this scope of work. It is assumed each substitution request will have three (3) review iterations. If additional substitution requests are required for review, a separate scope and fee will be provided.

3.5.6. Requests for Information

a. Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

b. **Twenty (20)** RFI responses are included in this scope of work. It is assumed each RFI may have three (3) response iterations. If additional reviews are required, a separate scope and fee will be provided.

3.5.7. Record Drawings

a. Prepare final record drawings in AutoCAD based on marked-up construction drawings provided by the Contractor. The record drawings shall not be signed and sealed by the Engineer.

3.5.8. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

e. Modification to Contract Documents

f. Record Drawings

3.5.9. Assumptions and Exclusions

a. Archaeological services during construction are excluded.

b. Construction Management services and additional site visits during construction are excluded.

c. Preliminary inspections, final inspection, and the preparation of punch lists are excluded.

d. Modifications to the contract documents due to unforeseen conditions are excluded from the scope of work. If additional design services are required, a separate scope and fee will be provided.

IV .SCH E DU L E OF DE L IV E RA BL E S

AECOM will perform activities under this Task Order on an ongoing basis, as described in this scope of work. A summary of the deliverables is provided in Table 2, below. AECOM assumes that written technical direction regarding specific schedules noted below will be conveyed by the GWA Project Manager to the AECOM Task Order Manager in writing or confirmed in writing within five (5) calendar days after verbal issuance. For each deliverable, AECOM will:

- Provide each initial deliverable to the GWA Project Manager in draft form for review and comment.

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

- Implement procedures to help confirm draft documents are reasonably free from errors prior to submission to GWA. The team will apply AECOM's established quality assurance procedures before submitting documents to GWA.
- Incorporate GWA comments into revisions of the submitted drafts.
- Obtain GWA approval of final deliverables.
- Allow three (3) weeks for GWA to review submittals.

Table 2. Deliverables

Task	Deliverable
02	**H agå tñ a Relief L ine A ssessment and D**
2.1.5	Monthly Progress/Status Reports
2.1.5	Project Progress Schedule(s)
2.1.5	Meeting Minutes
2.2.2	CCTV Inspection Videos in Accordance with NASSCO Standards
2.2.2	Summary Spreadsheet of CCTV Inspections
2.2.2	Inspection Report of CCTV Inspections with NASSCO Ratings
2.2.2	Summary Spreadsheet of Manhole Inspections
2.2.2	Report of each inspection (Pipeline/Manhole) with embedded photos standard NASSCO PACP or MACP format
2.2.3	Draft Condition Assessment Report
2.2.3	Final Condition Assessment Report
2.2.3	ESRI GIS Data
2.3.7	Geotechnical Report – Draft
2.3.7	Geotechnical Report – Final
2.3.7	Archaeological Monitoring and Data Recovery Plan – Draft
2.3.7	Archaeological Monitoring and Data Recovery Plan – Final
2.3.7	Preliminary Design Workshop Agenda & Minutes
2.3.7	Basis of Design Report (BODR) – Draft
2.3.7	Basis of Design Report (BODR) – Final
	Design

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Task	Deliverable
2.4.5	Monthly Design Progress Review Meeting Agenda & Minutes
2.4.5	Design Workshop Agenda & Minutes (30%)
2.4.5	Design Drawings (30%)
2.4.5	Outline Technical Specifications (30%)
2.4.5	Class 4 Cost Estimate (30%)
2.4.5	Design Workshop Agenda & Minutes (60%)
2.4.5	Design Drawings (60%)
2.4.5	Technical Specifications (60%)
2.4.5	Class 3 Cost Estimate (60%)
2.4.5	Design Workshop Agenda & Minutes (100%)
2.4.5	Design Drawings (100%)
2.4.5	Technical Specifications (100%)
2.4.5	Class 1 Cost Estimate (100%)
2.4.5	Design Drawings (Issued for Bid)
2.4.5	Technical Specifications (Issued for Bid)
	Contracting Bid Support
2.5.6	Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet
2.5.6	Request for Clarification Responses
2.5.6	Bid Evaluation Spreadsheet
2.5.6	Technical Memorandum
	E ngineering Support During Constructio
2.6.8	Conformed Bid Documents (Issued for Construction)
2.6.8	Submittal Review Responses
2.6.8	Substitution Request Responses
2.6.8	RFI Responses
2.6.8	Modification to Contract Documents

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Task	Deliverable
2.6.8	Record Drawings
03	**CarsPlus G ravity Sewer Relocation Desig**
3.1.6	Monthly Progress/Status Reports
3.1.6	Project Progress Schedule(s)
3.1.6	Meeting Minutes
3.2.8	Geotechnical Report – Draft
3.2.8	Geotechnical Report – Final
3.2.8	Archaeological Monitoring and Data Recovery Plan – Draft
3.2.8	Archaeological Monitoring and Data Recovery Plan – Final
3.2.8	Preliminary Design Workshop Agenda & Minutes
3.2.8	Basis of Design Report (BODR) – Final
3.3.5	Monthly Design Progress Review Meeting Agenda & Minutes
3.3.5	Design Workshop Agenda & Minutes (50%)
3.3.5	Design Drawings (50%)
3.3.5	Technical Specifications (50%)
3.3.5	Class 3 Cost Estimate (50%)
3.3.5	Design Workshop Agenda & Minutes (100%)
3.3.5	Design Drawings (100%)
3.3.5	Technical Specifications (100%)
3.3.5	Class 1 Cost Estimate (100%)
3.3.5	Design Drawings (Issued for Bid)
3.3.5	Technical Specifications (Issued for Bid)
	Contracting Bid Support
3.4.6	Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet
3.4.6	Request for Clarification Responses
3.4.6	Bid Evaluation Spreadsheet

Task	Deliverable
3.4.6	Technical Memorandum
	E ngineering Support During Constructio
3.5.8	Conformed Bid Documents (Issued for Construction)
3.5.8	Submittal Review Responses
3.5.8	Substitution Request Responses
3.5.8	RFI Responses
3.5.8	Modification to Contract Documents
3.5.8	Record Drawings

AECOM will use Autodesk AutoCAD, Revit, MS Word, Excel, and PowerPoint or Adobe Acrobat as the default formats unless otherwise directed by GWA.

V . COST E STIMA TE BA SIS A ND A SSU MPTIONS

The estimated hours and costs for this Task Order are outlined in the pricing spreadsheet included with this proposal. AECOM's cost estimate represents our professional assessment of the necessary staff mix, hours, travel, and other direct costs (ODCs) required to complete each task. This estimate is based on the work detailed by GWA in Task Order No. 3 and the constraints and assumptions specified in Section II of this technical proposal. Our proposed costs are preliminary and may vary depending on the actual tasks directed by the GWA Project Manager over the performance period. Furthermore, while AECOM provides task-specific estimates, we anticipate the flexibility to reallocate hours and ODCs across tasks as needed, provided the overall budget for the Task Order is maintained.

AECOM's cost estimate includes hours dedicated to Task Order oversight and management. This encompasses routine administration and management activities such as monitoring the Task Order, quality assurance (QA), cost accounting, billing, reviewing timekeeping reports, assessing task-specific staff mixes, and preparing monthly financial and technical reports (i.e., Monthly Progress Reports) as well as interim Level of Effort (LOE) and cost reports. Additionally, it involves attending staffing and management meetings and maintaining communication with GWA regarding project status, planned activities, or other issues pertinent to effective Task Order management.

Our cost estimate also reflects AECOM's practice of allocating contract-wide management and administration costs, including QA activities, financial tracking, and meetings with GWA staff, to each Task Order based on the relative size of that Task Order. In estimating management costs, we assumed that Monthly Progress Reports will be delivered electronically rather than hardcopy. Routine Task Order management and administration costs are expected to be billed to Task 1.0.

Except where noted differently in Section II, AECOM's labor estimates assume that formal Task Order deliverables will be reviewed by GWA. This means AECOM will provide draft deliverables to GWA, receive and incorporate GWA's comments, and revise the documents accordingly.

AECOM's cost estimate includes Other Direct Costs including:

- Travel
- Printing and Plotting

V I. QU A L ITY A SSU RA NCE

Performance under this Task Order will incorporate QA and QC procedures as described in AECOM's Project Delivery System. To promote the quality of written deliverables under this Task Order, AECOM will perform internal technical reviews, including inter-disciplinary reviews where appropriate.

V II. PRODU CTS/PRINTING

Drawings and documents will be printed in accordance with GWA requirements. For each submittal, digital copies will be provided. Digital copies of drawings will be delivered in both AutoCAD DWG and PDF formats, while other documents will be provided in PDF format. AutoCAD DWG files will only be provided for the 100% Final Design Drawings. The number of hard copies required is as follows:

- Reports: 4 copies, 8.5" x 11"
- Specifications: 4 copies, 8.5" x 11"
- Drawings (30%, 50%, 60%, 100%): 4 sets, 11" x 17",
- Drawings (100% Final, Issued for Bid, Issued for Construction): 4 sets, 22" x 34" and 4 sets, 11" x 17"
- Digital Copies: 2 each on CD/DVD

GUAM WATERWORKS AUTHORITY
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Issues for Decision

Resolution No. 07- FY2026
Relative to approval of an increase of funding and scope for indefinite delivery/indefinite quantity (IDIQ) contract with Landis+Gyr, Inc. for the supply ultrasonic water meters

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

The primary objective of this project is to ensure the continued accuracy and reliability of customer water meters, which are essential for accurately measuring water consumption and billing customers for water service delivered. Reliable customer metering is fundamental to Guam Waterworks Authority's (GWA) ability to bill customers correctly, maintain revenue integrity, and support ongoing operations. The procurements conducted under Invitation for Bid (IFB) Nos. 2024-13 (Exhibit 1) and 2025-31 (Exhibit 2) were intended to maintain adequate meter inventory and support the timely replacement of failed or aging customer meters.

In addition, this project supports the replacement of production water meters to improve the accuracy of system input measurement, which complements customer metering by improving overall water accountability.

This resolution is necessary to ratify a prior procurement action and to authorize continued purchasing under the amended IDIQ contract. Two of the procurements were completed in good faith to meet operational needs; however, because the combined contract value exceeded the approval threshold, formal ratification is required to bring the contract into full compliance with GWA governance and regulatory requirements.

The action is time-sensitive because ratification and authorization are required to allow GWA to proceed with additional purchases of production water meters that have been identified as non-functioning. Without this authorization, GWA's ability to replace these meters and restore accurate production measurement would be delayed, prolonging inaccuracies that affect system accountability and water loss analysis.

Approval of this item will validate prior actions, formalize contract authority, and allow GWA to continue meter procurement activities in an orderly and compliant manner, ensuring accurate customer billing and improved system-wide water measurement.

Justification:

IFB No. 2024-13 was issued by GWA on February 29, 2024, for the procurement of small ultrasonic water meters intended for residential customer service connections. This procurement supported accurate customer billing, replacement of failed or aging meters, and maintenance of adequate meter inventory. A total of fourteen (14) vendors obtained bid packets for IFB No. 2024-13; however, only one (1) vendor, Landis+Gyr (L+G), submitted a bid. Following evaluation (Exhibit 7), L+G was determined to be the lowest responsive and responsible bidder, and the IDIQ contract (Exhibit 3) was executed on November 25, 2024.

Pursuant to IFB No. 2024-13, PO No. 800245 (Exhibit 4) was issued on 12/12/2024 to LG in the amount of $404,360.00 for the purchase of 2,000 residential ultrasonic meters (5/8" x ¾") to support customer meter replacement and inventory requirements.

Subsequently, GWA issued IFB No. 2025-31 on May 23, 2025, for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts. This procurement addressed a separate need after the residential meter procurement and involved different meter sizes and customer classes. A total of nine (9) vendors obtained bid packets for IFB No. 2025-31; however, only one (1) bid was submitted, again by L+G. L+G was recommended for award (Exhibit 8) as the sole responsive bidder.

Although IFB Nos. 2024-13 and 2025-31 were issued approximately fourteen (14) months apart and served different customer classes, both procurements were conducted independently through competitive sealed bidding, with public advertisement and open access to bid documents.

Following the award recommendation under IFB No. 2025-31, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB 2024-13 IDIQ contract on September 3, 2025, incorporating the pricing and scope for larger meters into the existing contract. The amendment was executed to consolidate ultrasonic meter procurement under a single contract vehicle for administrative efficiency.

Pursuant to IFB No. 2025-31, PO No. 801095 (Exhibit 6) was issued on 08/29/2025 to L+G in the total amount of $991,854.46, covering multiple meter sizes (1½", 2", 3", 4", 6", 8", and 10") for commercial and government customer accounts.

After execution of the amendment, GWA Operations conducted a system-wide review and determined that certain larger ultrasonic meters procured under IFB No. 2025-31 could also be deployed at production sites, where meter size and technical specifications were compatible. This determination was made as a post-award operational decision to standardize meter types, reduce the number of meter models maintained in inventory, and improve flexibility in responding to meter failures across customer and operational applications.

The consolidation of awards from IFB No. 2024-13 and IFB No. 2025-31 under a single IDIQ contract resulted in an aggregate contract value that exceeded the approval threshold requiring CCU and PUC authorization. Accordingly, ratification is requested to validate prior procurement actions executed in good faith, and authorization is requested to allow continued purchasing under the amended IDIQ contract, including additional larger meters to support production metering needs. This action will regularize contract authority at the aggregate level while allowing GWA to continue meter replacement activities essential to accurate customer billing and efficient system operations.

Where is the location?

Meters are deployed islandwide.

How much will it cost?

The total contract value consists of two completed purchase orders already issued under competitively awarded IFBs, plus a prospective purchase of production meters, including a 10% contingency to address quantity adjustments, installation conditions, or unforeseen operational needs.

Item	Reference	Description	Amount ($)	Status
1	PO No. 800245	Small ultrasonic meters – IFB 2024-13	404,360.00	Executed
2	PO No. 801095	Large ultrasonic meters – IFB 2025-31	991,854.46	Executed
3	Requisition	Production ultrasonic meters (38 × 4", 19 × 6")	254,034.37	Requisition
		Subtotal (Items 1–3)	**1,650,248.83**	
4	Contingency	10% applied to subtotal	165,024.88	Authorization Only
		TOTAL AUTHORIZATION REQUESTED	**1,815,273.71**	

Ratification is requested for the following previously executed purchase orders:

- PO No. 800245 – $404,360.00
- PO No. 801095 – $991,854.46

Total Amount for Ratification: $1,396,214.46

Authorization is requested for the following:

- Production meter requisition – $254,034.37
- 10% contingency applied to total amount – $165,024.88

Total increased amount to current contract is $419,059.25

Total contract authorization requested: $1,815,273.71

When will it be completed?

The procurements under the first and second purchase orders have already been initiated. The first purchase order has been fully received, and the meters are currently in inventory and being deployed. The second purchase order has been issued, and delivery of those meters is projected to arrive on Guam within approximately two (2) weeks.

Upon securing CCU and PUC approvals, the production meter requisition will be placed immediately under the existing IDIQ contract. Completion of all meter deliveries and availability for installation is therefore expected shortly after receipt of the second shipment and placement of the production meter order, with no anticipated delays once approvals are obtained.

What is the funding source?

Funding for the ratified and authorized expenditures will be provided through GWA bond funds, and Internally Funded Capital Improvement Program (IFCIP) funds as needed.

The RFP/BID responses (if applicable):

The RFP/BID responses are addressed and summarized in the Justification section.

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

GWA RESOLUTION NO. 07-FY2026

RELATIVE TO APPROVAL OF AN INCREASE OF FUNDING AND SCOPE FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT WITH LANDIS+GYR, INC. FOR THE SUPPLY ULTRASONIC WATER METERS

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

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

WHEREAS, the Guam Waterworks Authority (GWA) relies on ultrasonic water meters to accurately measure water consumption and bill customers for water service delivered, and to support the timely replacement of failed or aging meters across the water distribution system; and

WHEREAS, on February 29, 2024, GWA issued Invitation for Bid (IFB) No. 2024-13 (Exhibit 1) for the procurement of small ultrasonic water meters intended for residential customer service connections, resulting in the execution of an IDIQ contract (Exhibit 3) with Landis+Gyr, Inc. and issuance of Purchase Order No. 800245 (Exhibit 4) in the amount of $404,360.00; and

WHEREAS, on May 23, 2025, GWA issued IFB No. 2025-31 (Exhibit 2) for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts; and

WHEREAS, on September 3, 2025, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB No. 2024-13 IDIQ contract to consolidate pricing and scope for administrative efficiency; and

WHEREAS, GWA issued Purchase Order No. 801095 (Exhibit 6) in the amount of $991,854.46 for the procurement of larger ultrasonic water meters; and

WHEREAS, the consolidation of awards from IFB Nos. 2024-13 and 2025-31 under a single IDIQ contract resulted in an aggregate contract value exceeding the approval threshold requiring Consolidated Commission on Utilities (CCU) and Guam Public Utilities Commission (PUC) authorization; and

WHEREAS, GWA has also identified the need to replace production water meters and has submitted a requisition in the amount of $254,034.37 under the existing IDIQ contract, and is requesting a ten percent (10%) contingency to provide an appropriate authorization ceiling; and

WHEREAS, ratification and authorization of the increased funding and scope are necessary to validate prior procurement actions taken in good faith and to allow continued purchasing under the amended IDIQ contract without interruption to meter replacement activities.

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 Ratification for the following previously executed purchase orders under the IDIQ contract with Landis+Gyr, Inc, in the amount of $1,396,214.46 is necessary and hereby approved.
3. The CCU hereby authorizes the additional purchase of ultrasonic meters for operational production in the amount of $254,034.37, including a ten percent (10%) contingency applied to the total contract amount in the amount of $165,024.88; for a total authorized increase of $419,059.25..
4. The CCU hereby further authorizes and approves the total contract amount under the amended IDIQ contract with Landis+Gyr, Inc. in the amount of $1,815,273.71, subject to subsequent approval by the Guam Public Utilities Commission.

5. The CCU hereby further approves the use of Grant, Bond or Internally Funded Capital Improvement Program (IFCIP) funds to fund the ratified and authorized amounts under the amended IDIQ contract with Landis+Gyr, Inc.
6. The CCU hereby further authorizes management to notify the Guam Public Utilities Commission as appropriate under the Contract Review Protocol to petition for ratification and approval of the amended IDIQ contract with Landis+Gyr, Inc.

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

DULY AND REGULARLY ADOPTED, this ____ day of _____ 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, 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: _____

GUAM WATERWORKS AUTHORITY
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INVITATION TO BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Water Meters**, in **GWA IFB. NO. 2024-13**. Bids will be accepted until **10:00 a.m**. Chamorro Standard Time, February 29 **, 2024** 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 fifteen 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 GWA via e-mail at psbids@guamwaterworks.org or visit GWA Procurement 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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NON-COLLUSION AFFIDAVIT
CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS
SPECIAL PROVISION FOR OWNERSHIP DISCLOSURE AFFIDAVIT
OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT
BID AND PERFORMANCE BOND FOR GOODS AND SERVICES AS REQUIRED UNDER 5 G.C.A. § 5212
(This form must be used; failure to utilize this form is subject to rejection of bid)
WAGE AND BENEFIT DETERMINATION
NO GRATUITIES OR KICKBACK AFFIDAVIT
ETHICAL STANDARDS AFFIDAVIT
GOOD STANDING AFFIDAVIT
DRAFT FORMAL CONTRACT

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

Guam Waterworks Authority
Invitation for Bid Number: GWA 2024-13 for Water Meters

Indefinite Quantity Bid

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not a guarantee of amounts to be purchased. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEM(s)

Item No	Description	Estimated Qty	Unit Cost	Total Cost
1.0	Ultrasonic Water Meters 5/8 x 3/4"	1000 each	_____	_____

TECHNICAL SPECIFICATIONS ON ITEM 1.1

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer's two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer's AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow.		
All registers shall have at minimum 8 dials. 5/8x3/4" All registers shall read in U.S. gallons. Register measurement for 5/8x3/4" shall be to the 0.1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 5/8x3/4" = 20 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 5/8x3/4" = 0.05 gpm		
Maximum head loss shall not exceed 2.5 psi at 15 gpm for 5/8x3/4"		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 5/8x3/4" meters shall have a 5-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 5/8x3/4" shall have a 20-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
5/8x3/4" meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 20 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of GWA Ford meter boxes: 5/8x3/4" = 7-1/2 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted are requested by GWA to assure compatibility with existing GWA ¾" meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

Additional warranty requirements include meter housing-20 years, register-20 years, and register battery and measuring transducers 20 years prorated for years 11 through 20.

INSPECTION, REGISTRATION AND TESTS:
The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of $25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order.

BIDDING ON:

MFG: _____

BRAND: _____

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

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

B. EXPLANATION TO BIDDERS.

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

C. QUESTIONS.

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 business (5) days prior to the bid opening** schedule, and questions submitted thereafter shall not be responded to except at the discretion of GWA General Manager.

All questions regarding the bid must be submitted in writing and be delivered personally, via US mail, express delivery, fax or 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 at the first floor at 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.

(b.) 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

(c.) 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. DISCLOSURE OF MAJOR SHAREHOLDERS.

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

III. SPECIAL TERMS AND CONDITIONS

A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.

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

C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.

D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.

E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.

F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.

G. Bidders are reminded that submission of a bid constitutes an acknowledgment that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

H. "All or None Bids" (**if specified**) by classification of bid item is being used to ensure that GWA will Only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an "all or none" bid may be deemed to be non-responsive. If the bid is so limited, the Guam Water works Authority may reject part of such proposal and award on the remainder.

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

A. GENERAL COMPLIANCE WITH LAWS.

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

B. ACCESS TO RECORDS AND OTHER REVIEW.

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

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.

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 given under this bid.

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

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; earthquakes floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress is 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, goods, 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:

(i) contract prices for services accepted under the contract;
(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid

or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason 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 any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court, if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

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

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees, and governing board assume 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 in-route to or from the job during any travel required by the terms of this agreement.

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

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 or 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. CONTRACT DOCUMENTS.

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

a. Invitation to Bid
b. Instructions to Bidders
c. Bid
d. Form of Non-Collusion Affidavit
e. Certification of Bidders Regarding Equal Employment Opportunity
f. Bid and Performance Bond for Goods and Services
g. Payment Bond (when applicable)

h. Ownership & Interest Disclosure Affidavit
i. Wage and Benefit Determination
j. No Gratuities 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).

N. 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).

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

IV. 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 Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

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

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

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

3. Failure to Submit Required Documentation.

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

4. Shipping and Cost:

Total cost must include CIF delivery to GWA's warehouse located in 578 N. Marine Drive Corps., Tamuning, Guam. Deliveries shall be made via flatbed truck or other means acceptable to GWA. If necessary, a forklift must be provided during deliveries by the successful vendor to unload the truck. The contractor shall contact GWA's Warehouse (receiving) Division at 300-6340 ext. 6350/6385/6384 within 72 hours in advance of each delivery to determine whether or not a forklift will need to be provided.

5. Delivery:

The vendor will be responsible for all costs 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 warehouse at Tamuning, Guam. Delivery time is **45 days** after receipt of order (ARO).

6. Warranty and Service:

The successful Bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purpose stated in this Bid, and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than one (1) year after receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period. GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within 72 hours after notice of such need has been provided to the vendor.

In addition, the successful Bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the Bidder to contact any manufacturer directly unless the Bidder is the manufacturer of all goods provided hereunder, and the Bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including packing, freight and insurance for all goods to be sent to the manufacturer and returned to GWA without any cost to GWA.

In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if, however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

7. Contract Term:

GWA and the lowest responsible Bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year.

8. 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.

9. Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or down loaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery.

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

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 _____ 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

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 disclosures 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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____
_____	_____	_____

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____

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:

Name	Address	Amount of Commission, Gratuity, or other Compensation
_____	_____	_____
_____	_____	_____

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):

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____
_____	_____	_____

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

_____, 2023.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

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

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

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

_____
_____

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or

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

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 202___, A.D.

IN THE PRESENCE OF:
(Note: If the Principals are Partners, each must execute the Bond)

_____	_____
(WITNESS)	(BIDDER) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
TITLE)	(TITLE)

_____
(RESIDENT GENERAL AGENT)

WAGE AND BENEFIT DETERMINATION

Bid or RFP No.: _____Name of Offeror: _____

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

(l) 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 often (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 _____this day of _____, 2024 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 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 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. Form of Non-Collision Affidavit
e. Bid Bond

f. Certification of Bidders Regarding Equal Employment Opportunity
g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. 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 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).

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 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 the government and GWA shall be at the contract price. 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 (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 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 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 SubBidders 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 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 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) contract prices for services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. 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 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 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 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 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. <u>EFFECTIVE DATE OF THIS CONTRACT.</u>

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.

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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 P.E GWA General Manager	Bidder's Authorized Representative
Date: _____	Date: _____
Certified Funds Available:	Approved as to Form:
_____	_____
Taling M. Taitano, CPA, CGFM, CGMA GWA Chief Financial Officer	Theresa G. Rojas, Esq. GWA General Counsel
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 * * * * ***

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

INVITATION FOR BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for the **Ultrasonic Water Meters** in **GWA IFB. NO. 2025-31**. Bids will be accepted until **10:00 a.m.** Chamorro Standard Time, **Friday, May 23, 2025,** at the GWA Procurement Office, located on the first floor of the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly and virtually opened via GoToMeeting and read aloud. Bidders interested in attending the virtual meeting may send their request to psbids@guamwaterworks.org to obtain the GoToMeeting ID/Link prior to the due date and time. All bids must be accompanied by a Bid/Performance Bond in the amount of fifteen percent (15%) of the total bid price. Bid security may be a Bid/Performance Bond, a Surety Bond, a Certified Check or a 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 that are available at the GWA Procurement Office. Bidders may download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact our Procurement Office via e-mail at psbids@guamwaterworks.org or visit our 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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For the Guam Code Annotated (GCA) and Guam Administrative Rules and Regulations (GAR) relevant statutory provisions and requirements see:

[1] 5 GCA § 5233
[2] 2 GAR § 3126(b)
[3] 5 GCA § 5253
[4] 5 GCA §§ 5801 and 5802
[5] 2 GAR Division 4 § 11107
[6] 2 GAR Division 4 § 3126
[7] 5 GCA § 5631
[8] 5 GCA § 5001(f)
[9] 5 GCA § 5212

For specific references and statutes, GCA and GAR are accessible at the Guam Compiler of Laws website: http://www.guamcourts.org/CompilerofLaws/index.html.

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

GWA DIVISION: **Meter Shop**

IFB NUMBER: **IFB 2025-31**

IFB TITLE: **Ultrasonic Water Meters**

DEADLINES:

Date	Activity	Time
05/01/2025	Issuance / Publication	08:00 a.m.
05/05/2025	Deadline for Requesting a Pre-Bid Conference	10:00 a.m.
05/07/2025	Deadline for Questions	10:00 a.m.
05/09/2025	Deadline for Responses	05:00 p.m.
05/23/2025	Deadline for Submission	10:00 a.m.
05/23/2025	Bid Opening	10:30 a.m.

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IFB Checklist for Bid Submission

1. **Registration & Access**
   - ☐ Register at the GWA Supplier Portal https://fa-exzs-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/redwood/supplier-registration/register-supplier/register-supplier-verification
   - ☐ Confirm receipt of bid amendments, clarifications, or updates after registration.

2. **Bid Preparation**
   - **Price Proposal**
     - ☐ Ensure price validity for a minimum of 120 calendar days unless otherwise specified.
     - ☐ Include all costs, ensuring accuracy and completeness.
   - **Bid Guarantee**
     - ☐ Prepare a bid guarantee (15% of total bid price) unless otherwise identified.
     - ☐ Include the appropriate form of security: bid/performance bond, surety bond, certified check, or cashier's check.
   - **Product Literature**
     - ☐ Provide brochures or descriptive literature for all items offered (if applicable).

3. **Document Assembly for Submission**
   - Affidavits (**Originals Only**)
     - ☐ Non-Collusion Affidavit
     - ☐ Certification of Non-Employment of Convicted Sexual Offenders
     - ☐ Special Provision for Ownership Disclosure Affidavit
     - ☐ Ownership and Interest Disclosure Affidavit
     - ☐ Bid and Performance Bond for Goods and Services
     - ☐ Wage and Benefit Determination
     - ☐ No Gratuity or Kickbacks Affidavit
     - ☐ Ethical Standard Affidavit
     - ☐ Good Standing Affidavit Ownership and Interest Disclosure Affidavit
     - ☐ Business License/Contractor's License
       - While not required for proposal submission, ensure you have the appropriate license(s) as a precondition for contract entry.

4. **Bid Submission**
   - Prepare sealed bid packages including:
     - ☐ One (1) **original bid clearly marked**.
     - ☐ Two (2) copies of the bid, clearly labeled.
     - ☐ One (1) electronic copy of the bid.
   - Submit all required documents in a sealed envelope.
   - Clearly mark envelopes with the GWA IFB number, bidder’s name, and "Bid Submission."

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GUAM WATERWORKS AUTHORITY
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P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

Guam Waterworks Authority
Invitation for Bid Number: GWA 2025-31
Ultrasonic Water Meters

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. <u>The quantities reflected are only estimated and not a guarantee of amounts to be purchased</u>. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEMS

Item No	Description	Qty	Unit Cost	Extension
1.0	1 ½ Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.1	2 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.2	3 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		

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1.3	4 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.4	6 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.5	8 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.6	10 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		

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TECHNICAL SPECIFICATIONS ON ITEM 1.1 to 1.6

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer's two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer's AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow. Meters sized 1.5" and larger are preferred to have NPT test port plugs on the meter outlet for onsite meter performance testing.		
All registers shall have at least 8 dials. 1.5" - 10" registers shall display at a minimum up to tens of millions of gallons. All registers shall read in U.S. gallons. Register measurement for 1.5" through 10" shall be to the 1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and		

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DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 1-1/2" = 100 gpm 2" = 160 gpm 3" = 500 gpm 4" = 1000 gpm 6" = 1500 gpm 8" = 2500 gpm 10" = 5000 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 1-1/2" = 0.40 gpm 2" = 0.50 gpm 3" = 0.50 gpm 4" = 0.75 gpm 6" = 2.00 gpm 8" = 4.00 gpm 10" = 8.00 gpm		
Maximum head loss shall not exceed 5 psi at 100 gpm for 1 ½" and 2" meters. Maximum head loss shall not exceed 3.0 psi at 350 gpm for 3" meters and 3.7psi at 1000 gpm for 4" meters. Maximum head loss shall not exceed 6.5 psi at 1,600 gpm for 6" meters, 4.5 psi at 2,800 gpm and 2.9psi at 5,500 gpm for 10" meters.		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 1-1/2", and 2" meters shall have a 5-foot three-wire in-line connector. Encoders for 3", 4", 6", 8" and 10" meters shall have a minimum 5-foot three-wire in-line connector with the option for a 25-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		

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DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 1 ½", 2", 3", 4", 6", 8" and 10" meters shall have a 10-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
Meters sized 1 ½" and 2" shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 10 years from date of shipment from manufacturer with no limit on cumulative flow through the meter. 3", 4", 6", 8" and 10" meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 3 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of existing meter boxes: 1-1/2" = 13 inches 2" = 17 inches 3" = 17 inches 4" = 20 inches 6" = 24 inches 8" = 20 inches 10" = 26 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted may be requested by GWA to assure compatibility with existing GWA meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

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Additional warranty requirements include meter housing-10 years, register-10 years.

INSPECTION, REGISTRATION AND TESTS:
The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of $25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order

Company Name: _____ Date: _____

Point of Contact (Print Name & Sign) _____

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II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bid is issued subject to all 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 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 regarding the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

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 **May 5, 2025, at 10:00 a.m.**. 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 and be delivered personally, 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:

Guam Waterworks Authority 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

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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.

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 in Guam.
ii. the business concern maintains its headquarters in 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.

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 the following qualifications under 5 G.C.A. § 5012:

i. the business concern is licensed to do business in Guam.
ii. The business concern maintains its headquarters in 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.

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WOMEN-OWNED BUSINESSES: 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 in Guam.
(2) the business concern maintains its headquarters in 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. <u>DESCRIPTIVE LITERATURE / (BROCHURES).</u>

Descriptive literature (s) as specified in this solicitation must be furnished 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 to confirm (s) the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

F. <u>REJECTION.</u>

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.

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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 for the delay.

K. DISCLOSURE OF MAJOR SHAREHOLDERS.

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

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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 Determining Whether Bidder is Qualified" 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.

The deadline for bidders to request a pre-bid conference is **Monday, May 5, 2025, at 10:00 a.m.**. Pre-bid conferences may be held at any time prior to the date established herein for the 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 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 with 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 "N" above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

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R. REQUEST FOR BID FORMS.
Each bidder will receive one bid packet for $15.00, but the fee is waived if the packet is downloaded from GWA's website (www.guamwaterworks.org). Payment can be made by cash, certified check, credit card, or money order, payable to GWA. To ensure receiving updates, bidders should register with GWA Procurement on the first floor of the Gloria B. Nelson Public Service Building, or by calling 300-6027/6028. Failure to register could result in missed communications, and GWA is not liable for vendors' failure to provide complete and accurate 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.
The bidder is required to submit one original hard copy, two additional hard copies, and one electronic copy of the bid. The original must be signed in ink by an authorized representative. All submissions, including brochures, must be entirely in English.

The electronic copy of the bid shall be submitted on USB Drive. 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 confidential. Material so designated shall accompany the bid and shall be readily separated from the bid to facilitate public inspection of the non-confidential portion of the bid. However, prices and makes and models or catalog 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 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.

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W. CONTACT FOR CONTRACT NEGOTIATION.
All vendors are required to designate a person whom 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 or formal "contract" has been issued.

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

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 in 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

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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.

CC. DEBARMENT TERMS AND CONDITIONS.
All offerors and bidders should be cautioned to comply with 5GCA Chapter 5, Article 9, subsection §5426 and FAR 9.400-9.409 to communicate that GWA will not issue an award, Purchase Order, or enter into a contract with any supplier(s) or contractor(s) on the grounds of suspension or debarment under the IFB or RFP.

III. SPECIAL CONDITIONS

A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.

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

C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.

D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.

E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.

F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.

G. Bidders are reminded that submission of a bid constitutes an acknowledgement that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

H. IF APPLICABLE TO THIS BID, "All or None Bids" by classification of bid item is being used to ensure that GWA will only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an "all or none" bid may be deemed to be non-responsive. If the bid is so limited, the Guam Waterworks Authority may reject part of such proposal and award on the remainder.

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IV. SPECIAL TERMS AND CONDITIONS

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

A. GENERAL COMPLIANCE WITH LAWS.

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

B. ACCESS TO RECORDS AND OTHER REVIEW.

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

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.

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.

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

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

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 (10) 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

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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 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; 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 like 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.

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(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 subcontractors 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 (1) year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

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

(c). Absent complete agreement under Subparagraph 4(b) of this Section, GWA shall pay the Bidder the following amounts, provided payments that are agreed upon under Subparagraph 4(b) shall not duplicate payments under this Subparagraph:

(i). contract prices for services accepted under the contract.

(ii). costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii). costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause.

(iv). the reasonable settlement costs of the Bidder including accounting,

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clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the number 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 any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

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 include Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees and governing board assumes no Liability for any accident or injury that may occur to the bidder, bidder's agents, employees, or to bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.
2. GWA, its officers, agents, employees and governing board shall not be liable to bidder for any work performed by the bidder prior to the written and signed approval of this Contract by the General Manager for GWA and by submitting a bid, the bidder expressly waives any and all claims for

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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. If 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 1/4 of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer because of non-performance.

M. 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).

N. DISPUTES.

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

O. CONTRACT ISSUED UNDER THIS BID IS BINDING.

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

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

P. BIDDER'S RESPONSIBILITIES.

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

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by 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.

Q. SCOPE OF AGREEMENT.

Any Agreement issued under this bid and signed by the GWA General Manager (formal contract or Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by 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 GWA.

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R. 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 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 thirty (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.

S. 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.

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If a stop work order issued under this clause is cancelled at any time during the period specified in the order, if 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.

T. 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 thirty (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). (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

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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.

U. 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 the 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 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 under the "**Base Bid**" 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 Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until the 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.

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(iii). Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. Performance Bond: see Section 1 above.

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

4. Shipping and Cost:
All goods shall be delivered to GWA Supply Warehouse, and the Bidder shall be responsible for all costs, insurance, and freight ("CIF") until delivered to GWA. The Guam Waterworks Authority's main business address (compound) is 578 North Marine Corps Drive, Tamuning, Guam.

5. Material Stock: (Not Applicable to this bid.)
The contractor is required to maintain a local stock of 50% of the bid quantity to ensure sufficient availability to meet GWA's needs upon request.

6. Delivery:
The vendor will be responsible for all costs 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 warehouse in Tamuning, Guam. Delivery is required within 90 days from the purchase order date unless otherwise specified.

If delivery within 90 days cannot be met, requests for additional time must be submitted before confirming and accepting GWA orders. Such requests will be reviewed on a case-by-case basis and only considered with substantive proof that the delay was not the vendor's fault. GWA may require supporting documents, such as correspondence between the vendor and distributor, to verify the circumstances.

7. Warranty.
The successful bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purposes stated in this Bid, are manufactured in the **United States,** and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than 1 year after GWA receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. All vendors shall provide a copy to GWA of the manufacturer's warranty with their bid. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period.

GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within twelve 12 hours or less after notice of such need has been provided to the vendor.

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In addition, the successful bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder and the bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including freight and insurance for all goods to be returned and to replace all warranted items.
In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party of its choice experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

8. Contract Term: (Not applicable to this bid)
GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon the vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year. Subject to the availability of funds.

9. Amendments:
Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or downloaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery

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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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.

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(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.**

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OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss:
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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name & Position	Street Address (Principal Place of Business)	Contact Information

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information

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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:

Name	Address	Amount of Commission, Gratuity, or other Compensation

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):

Name & Position	Street Address (Principal Place of Business)	Contact Information

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 _____.

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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 _____ 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

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

_____
(Company Name)

_____
(Title)

_____ _____
(Signature) (Date)

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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 Date

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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/Proposer)

2. To the best of my knowledge, neither I, nor any of Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, 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

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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/Proposer)

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Proposer 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 Proposer 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, 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

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CONTINGENT FEE AFFIDAVIT

GUAM/State of _____)
)ss:
Municipality/City of _____)

I, the undersigned, _____[name] being first duly sworn, deposes and says:

1. I am the _____[title] of _____ [name of Offeror] ("offeror").

2. As part of offeror's bid or proposal, to the best of my acknowledge, the offeror has not retained any person or agency on a parentage, commission, or other contingent arrangement to secure this contract.

3. As part of offeror's bid or proposal, to the best of my acknowledge, the offeror has not retained A person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. All statements in this affidavit and in the proposal are true to the best of my acknowledge of the undersigned.

5. These statements are made pursuant to 2 GAR Division 4 § 11108(h).

6. I make these statements on behalf of myself as a representative of offeror, and on behalf of the Offeror's office, representatives, agents, subcontractors, and employees.

Further, affidavit sayeth naught.

Date: _____ _____

Title: _____

Subscribe and sworn to before me this _____ day of _____, 202_.

_____
Notary Public in and for Guam
My commission expires

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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 _____ 2024, 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

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

KNOW ALL MEN BY THESE PRESENTS, that

_____
(bidder name)

as Principal, herein after called the Principal and _____
(name of surety)

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

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

_____

_____

_____

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

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Bidder shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the

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performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

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

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

1. Complete the Contract in accordance with its terms and conditions; or

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

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

D. The above named Bidder and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's

work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

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

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

(a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 2024, A.D.

IN THE PRESENCE OF:

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

_____	_____
(WITNESS)	(BIDDER) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
(TITLE)	(TITLE)

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ATTACHMENTS

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Revision History for GWA Invitation for Bid (IFB) Template

Version	Date	Description of Changes	Approved by	Notes
1.0	09/30/2024	New IFB Bid Packet Template issued to all procurement personnel via email.	Chris Budasi	Implementation of New IFB Bid Packet Template.txt
1.1	10/25/2024	1. Changed format for deadlines on page 4 2. Added requirement to submit electronic copy on page 5, Section 4 3. Inserted a Bookmark in Section II.C. that automatically updates the Question submission deadline from table on page 4. 4. Page 38, Attachments cover page added.	Chris Budasi	Requested by Bridney Borja, Buyer II • The number of copies of bid may be increased or decreased based on judgement of Buyer and End User.
1.2	11/19/2024	Page 3 order of affidavits updated. Affidavits #8 and #9 added to template. 1. Special Provision for Ownership Disclosure Affidavit 2. Ownership and Interest Disclosure Affidavit 3. Non-Collusion Affidavit 4. Certification of Non-Employment of Convicted Sexual Offenders 5. Wage and Benefit Determination 6. Ethical Standard Affidavit 7. Contingent Fee Affidavit 8. Good Standing Affidavit 9. Bid and Performance Bond for Goods and Services Bookmarks inserted to Pages 3 1. Inserted two Bookmarks on Page 1, that automatically update the bid submission time and date deadlines from table on page 4. 2. Inserted Bookmarks on Page 4, that automatically update the Pre-bid conference date from table on page 4. 3. Inserted two Bookmarks in Section II.O. that automatically update the Pre-bid conference date and time from the table on page 4.	Chris Budasi	
1.3	04/10/2025	1. Removed Pre-Bid Conference under Deadlines. 2. Added CC. **Debarment and Suspension** under Section II General Terms and Conditions.		

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Version	Date	Description of Changes	Approved by	Notes

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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 ("Contract") is made and entered into this 25th day of November, 2024 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 688 Route 15, Mangilao, Guam, 96913, and **LANDIS & GYR TECHNOLOGY, INC. ("Bidder"),** whose mailing address is 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 licensed to conduct business on Guam and having Guam business license Nos._____.

WITNESSETH, that whereas, GWA intends to purchase Ultrasonic Water Meters for the purpose of replenishing inventory to accommodate new customers and replacing meters that have reached the end of their useful life and whereas the Bidder has agreed to supply the meters in accordance with the specifications, terms, and conditions outlined in the bid document, GWA Bid No. 2024-13, the parties hereto agree to the following terms and conditions set forth in this Agreement.

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. 2024-13 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 is responsible for its own taxes imposed on Bidder under applicable laws arising as a result of or in connection with this Agreement. 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.

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SECTION 2. GWA AGREES:

The Bidder will issue invoices to GWA for all ordered equipment upon shipment of the equipment. GWA will set up an escrow account for the invoices within ten (10) workdays of issuance. Payments for all approved invoices will be made from the escrow account after the goods are delivered, bench tested and formally accepted by GWA. GWA agrees to provide formal acceptance within twenty (20) calendar days of delivery.
Once formal acceptance is granted, GWA will release funds from the escrow account to the Bidder within ten (10) calendar days. In the event GWA does not release payment from the escrow account within ten (10) days of formal acceptance, GWA agrees to pay Bidder three percent (3%) interest per month on the overdue amount. If payment is not released within sixty (60) calendar days of formal acceptance, GWA agrees to pay Bidder six percent (6%) interest per month 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; or

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

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. Form of Non-Collision Affidavit
e. Bid Bond

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f. Certification of Bidders Regarding Equal Employment Opportunity
g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

GWA shall issue Purchase Orders to Bidder by electronic mail for all equipment purchases. Bidder may accept GWA's Purchase Order by signing or acknowledging it using electronic mail, or by delivering the Products which GWA ordered. GWA's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. GWA must include desired shipment dates on all Purchase Orders. GWA's desired shipment dates shall take into account Bidder's current lead times at the time of the Purchase Order. Lead times will be provided to GWA by a Bidder representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Contract, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments ("**Order Documents**") shall incorporate the terms and conditions of this Contract, irrespective of whether any such Order Document expressly references this Contract, and shall be subject to the terms and conditions contained in this Contract. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Contract other than quantities, description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

Liquidated Damages shall be calculated from the scheduled shipment date to the actual shipment date and in the event the scheduled shipment date is not met, Bidder shall be responsible to notify GWA once the scheduled shipment date will change. Prior to liquidated damages taking effect, Bidder shall be given no less than thirty (30) additional calendar day time period with which to cure. GWA, in its sole discretion, and after the parties have conferred will set the specific date for cure., Bidder shall be liable for damages in the amount of one-fourth (1/4) of one percent (1%) of outstanding order per calendar day from date GWA sets for cure until the Bidder provides the supplies or services. Liquidated Damages shall be assessed in full, unless in GWA's sole discretion, the Bidder has demonstrated good faith efforts to cure. In no event will Bidder's obligation for any liquidated damages under Section 4 due to delays in delivery of equipment cumulatively exceed seven percent (7%) of the total aggregate amount of purchases in a calendar year.

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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 first be decided by informal discussions including senior executives representing both parties, whose mutual decision shall be final and conclusive upon the parties thereto. In the meantime, where commercially practicable, the Bidder shall diligently proceed with the work as directed. In the event the parties cannot mutually agree to resolve all or the respective disputes concerning any controversary OR the questions of fact, the remedies as provided under 5 G.C.A. §5427 shall govern.

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as represented by GWA 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 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.

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SECTION 10. GWA NOT LIABLE:

1. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise enroute 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**

Landis+Gyr Technology, Inc.
30000 Mill Creek Ave. Suite 100
Alpharetta, Georgia 30022
Attn: Legal Department

SECTION 12. T E R M & TERMINATION:

Section 12.1. Term. This Agreement shall commence on the Effective Date and continue in full force and effect for two (2) years unless sooner terminated in accordance with the provisions hereof.

Section 12.2 – 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 thirty (30) calendar 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.

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(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 the government and GWA shall be at the contract price. Notwithstanding, GWA shall be due liquidated damages as provided under Part III of the IFB, Special Terms and Conditions (Section L.), Liquidated Damages, for 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 GWA within thirty (30) calendar 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 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 12.3 – 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 ninety (90) 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

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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. GWA shall pay any due and owing invoices on equipment delivered prior to the written notice of termination.

(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 that are not considered Bidder Materials. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which 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 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) contract prices for services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and

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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 (collectively, "Bidder Materials") furnished hereunder shall be provided under a general license to use such materials; however, GWA agrees to treat applicable Bidder materials as confidential and may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make Bidder Materials available to any third party this not authorized under this Agreement, except when release is required by operation of law or court order. Nor may GWA copy, modify, or create derivative works or improvements of Bidder Materials, in whole or in part, except as authorized under this Agreement.

SECTION 16. INDEMNITY:

Each party ("Indemnifying Party") agrees to save and hold harmless the other party ("Indemnified Party"), its board members, officers, employees, 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 to the extent caused by any injury, death, or damage arising or growing out of the acts or omissions of the Indemnifying Party, Indemnifying Party's officers, agents (including sub-bidders), servants or employees under this Agreement.

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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 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 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 of Bidder's 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 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.

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EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL OR PUNITIVE, INCLUDING, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY.

CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY GWA TO BIDDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 21. CHANGE ORDERS.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, 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

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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.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, 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, where commercially practicable, 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

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(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.

SECTION 25. FORCE MAJEURE.

Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, epidemics, pandemics or outbreak of communicable disease, quarantines, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Bidder or GWA to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse the payment of any amount owed by one party to the other party under this Agreement.

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

GUAM WATERWORKS AUTHORITY:

Miguel C. Bordallo P.E
GWA General Manager

Date: 11/25/2024

BIDDER:

Jay Lasseter
VP, Customer Delivery
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/19/2024

Sean Cromie
CEO Americas
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/19/2024

Certified Funds Available:

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

Date: 11/25/2024

Approved as to Form:

Theresa G. Rojas, Esq.
GWA General Counsel

Date: 11/22/2024

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

Contract No.: _____

Vendor No.: _____

Contract Amount: $404,360.00

Certifying Officer: _____

Amount Certified: $404,360.00

Date: 11/25/2024

Source of funding: Internally Funded CIP

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EXHIBIT A

PRODUCTS PRICING SCHEDULE

A. Gridstream RF Solution Pricing

The following table represents Products and Services for the proposed solution.

Item	Minimum Quantity	Unit Price	Extended Price
Ultrasonic Water Meters			
Ultrasonic Water Meters 5/8 x 3/ 4 (5' Nicor)	2,000	$202.18	$404,360.00
15% Performance Bid	1	$915.00	$915.00

1. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.
2. This warranty applies exclusively to Master Meter Sonata 5/8", ¾" and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from Landis+Gyr. Coverage in both terms of time and registered usage is from date of shipment.
    a. Case Integrity. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") will retain their structural integrity for a period of 20 years
3. Electronics. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") batteries, transducers, and LCD will be warranted for a period of 20 years. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below.
4. Accuracy. Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a period of 20 years. Landis+Gyr will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below:

Year of Failure	Replacement Fee Paid by Customer off the list price when replacement is purchased
Years 11-14	30%
Years 15-20	40%

5. Landis+Gyr's pricing is subject to change due to any annual increase in CPI.
6. Landis+Gyr's pricing includes shipping charges. Shipping terms are CIF Destination: Port Authority of Guam.
7. Landis+Gyr's pricing does not include sales tax. This will be added to the invoices, as applicable.

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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 * * * * ***

P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	800245
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	12/12/2024	**Branch/Plant**	1210 Procurement & Supply
Buyer	Roland Lumongsud	**Currency Code**	USD
Phone	1-671-300-6856	**POC**	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

PURCHASE DESCRIPTION

PURCHASE DESCRIPTION

* SPECIFICATIONS (ARTICLES OR SERVICES):
Reference: GWA IFB No. 2024-13, ULTRASONIC WATER METER
5/8" X ¾" (5' NICOR)
2,000 EACH @ $202.18 = $404,360.00

AUTHORIZED PERSONNEL

AUTHORIZED PERSONNEL:
ALBERT PEREZ / BRYAN ARCEO /
WAREHOUSE PERSONNEL

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	Albert Perez
Business Unit	Procurement & Supply
G/L Account No	000001.1.1210.000.0000.0000..
Note to Receiver	

OR REQ-2025-20513 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		111603 METER,ULTRASONIC 5/8x3/4 Plumbing-Meter NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS	12/02/2024	2000	Each	202.18	404,360.00

Payment Terms: Net 30 **Total Inc** 404,360.00

Purchase Order number must be indicated on all delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE

P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	800245
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Ordered	12/12/2024	**Branch/Plant**	1210 Procurement & Supply
Buyer	Roland Lumongsud	**Currency Code**	USD
Phone	1-671-300-6856	**POC**	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

Supplier

This Order is
Digitally Approved by - Budasi, Christopher

GUAM WATERWORKS AUTHORITY

TERMS AND CONDITIONS

ALL PURCHASE ORDERS FROM THE GUAM WATERWORKS AUTHORITY ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. If the goods or services are connected with a bid or RFP issued by Guam Waterworks Authority (GWA), this purchase order (PO) shall be governed by the Terms and Conditions of the Bid or RFP as well as the Guam Procurement Law and the Guam Procurement Regulations.

2. An acknowledged and dated copy of this PO must be returned to GWA.

3. No variation in any of the terms, conditions, delivery dates, prices, quality, quantity or specifications under this PO, regardless of the conditions or terms of the seller's acceptance, will be effective without the written consent of a person specifically authorized by GWA to make such changes.

4. All goods delivered must be accompanied by this PO and a Delivery Receipt or an Invoice.

5. When applicable, shipping documents such as Shipping List and Packing List must also be attached to each delivery. Shipping documents should indicate the order number and a detailed description of goods or services provided, including, but not limited to, the part number and serial number for each item delivered and must be identified as either "PARTIAL" or "COMPLETE".

6. All goods delivered are subject to GWA's inspection and acceptance within a reasonable time after delivery. If the specifications are not met and are rejected by GWA, the goods shall be returned at the seller's expense.

7. Delivery of goods in excess of the amount stated in the PO will not be accepted unless specifically approved by a GWA official authorized to make such changes.

8. GWA will only be responsible for the total amount indicated in this PO and any unauthorized amount will not be paid by GWA.

9. Invoices shall be rendered on completion of services or delivery of goods and shall contain the PO number, item number, description of goods or services, quantities, unit price(s), date(s) rendered and total purchase price. Each invoice must refer to only one particular PO.

10. All invoices must be forwarded to the Accounts Payable department of the GWA. Invoices may be electronically submitted to accountspayable@guamwaterworks.org. Invoices must be properly endorsed by authorized GWA personnel as indicated in the PO along with their printed name and badge number. To ensure timely payments, invoices must be provided to GWA as soon as possible.

11. Payment shall be made on the terms of net thirty (30) days from the date of the invoice. In connection with any prompt payment discount offered, the time will be computed from date of delivery and acceptance at destination or from the date an acceptable invoice is received by the GWA, whichever is later. Payment is deemed to be made for the purpose of earning any discount, on the date the ACH is remitted or when the check is mailed. All claims to money due or to become due from GWA shall be subject to deduction by GWA for any offset or counterclaim arising out of this or any other PO with the Vendor.

12. All vendors with an outstanding unpaid invoice at the end of the month after the goods or services were rendered must provide monthly vendor statements to the Accounts Payable department of the GWA. Vendor statements may be electronically submitted to accountspayable@guamwaterworks.org.

INSTRUCTIONS TO VENDORS

• All deliveries must be scheduled 24 hrs. in advanced, and must be made at the GWA's Warehouse in Tamuning.

• To schedule a delivery, please call 300-6340 ext. 6350/6385/6384.

• All deliveries must be accompanied by this PO, Delivery Receipt or Invoice as well as Packing List and Shipping List when applicable.

• All boxes must specify a GWA PO number.

• Unless otherwise indicated on this PO, all goods must be delivered to the GWA warehouse, and acknowledged by authorized GWA warehouse personnel.

GUAM WATERWORKS AUTHORITY

DELIVERY OF PUMPS & MOTORS INSTRUCTION

• All deliveries of any related electrical pumps and motors must be received in a factory crate, box, or any other means packed by the manufacturer.

• Vendors are not to inform GWA personnel to open and inspect any delivery in its facility. All deliveries will be inspected at GWA's warehouse section upon delivery. Delivery will be rejected if instructions are not followed.

• Delivery of pumps and motors or related equipment must be labeled on the shipping crate or box with the following information:

• GWA PO Number, Description, Serial number, if applicable, and Model Number.

LIQUIDATED DAMAGES

In the event Vendor fails to deliver the Goods/Services in accordance with GWA requirements and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulation, 2 GAR Div.4 §6101(9) Liquidated Damages.

FIRST AMENDMENT TO THE

FORMAL CONTRACT

This First Amendment (this "**Amendment**") to the Formal Contract dated November 25, 2024 (the "**Original Contract**"), by and between Landis+Gyr Technology, Inc. ("**Landis+Gyr**"), and Guam Waterworks Authority ("**Customer**"), is a result of GWA-IFB 2025-31, awarded on June 20, 2025, and shall be effective as of the last signature date below ("**Amendment Effective Date**").

WHEREAS the parties hereto agree that a new contract is not required following the award of GWA-IFB-2025-31, for large Ultrasonic Water Meters, since Landis and Gyre and GWA have previously entered into and negotiated all contract terms under a recent, and separate and Original Contract, for small meters Ultrasonic Water Meters, awarded pursuant to GWA-IFB-2024-13 and first entered in November 2024.

WHEREAS, the parties further agree that all terms and conditions of the Original Contract shall remain in effect and will also apply to this award of GWA-IFB-2025-31, for large Ultrasonic Water Meters, as referenced and incorporated by this Amendment and by the additional information and terms provided and agreed to herein; and

WHEREAS, the parties agree that the Capitalized terms used, but not defined, herein shall have the meaning provided to them in the Original Contract.

NOW THEREFORE in consideration of the good and valuable mutual promises and other consideration described herein, the sufficiency of which is hereby acknowledged, Customer and Landis+Gyr agree to modify and amend the Original Contract as follows:

1. **Pricing**:

   a. The following pricing is added to Exhibit A, Products Pricing Schedule:

Item	Minimum Quantity	Unit Price	Extended Price
Ultrasonic Water Meters			
1 1/2" Octave Register/Meter – 25' Nicor	179	$1,896.49	$339,471.71
2" Octave Register/Meter – 25' Nicor	97	$1,807.50	$175,327.50
3" Octave Register/Meter – 25' Nicor	25	$2,732.50	$68,312.50
4" Octave Register/Meter – 25' Nicor	61	$3,697.29	$225,534.69
6" Octave Register/Meter – 25' Nicor	18	$5,975.65	$107,561.70
8" Octave Register/Meter – 25' Nicor	5	$7,096.31	$35,481.55
10" Octave Register/Meter – 25' Nicor	3	$13,388.27	$40,164.71
Performance Bond	1	$1,372.28	$1,372.28

2. **Full Force and Effect.** Except as expressly set forth in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

3. **Entire Agreement.** This Amendment, along with the Contract, constitutes the final and entire Contract between the parties respecting the subject matter hereof and thereof and any oral or written

representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the parties. Each party agrees it has not relied upon or been induced by any representation of the other party not contained in this Amendment.

4. **Precedence.** In the event of a conflict between the terms of this Amendment and the Contract, the terms of the Amendment shall control.

5. **Signatures**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Contract warrants that he is authorized to do so on behalf of the party for whom he/she signs this Amendment.

6. **Contract Term**. This Amendment shall commence on the Effective Date and shall run concurrently with the contract term under Section 12.1 of the Original Contract.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

Landis+Gyr Technology, Inc.

Signature

Jay Lasseter

Printed Name

VP, Customer Delivery

Title

09/03/2025

Date

Guam Waterworks Authority

Signature

Brett Railey

Printed Name

Brett E. Railey, P.E. Acting General Manager.

Title

Acting General Manager. 09/03/2025

Date

Landis+Gyr Technology, Inc.

Blake Miskin (Sep 3, 2025 09:00:51 EDT)

Signature

Blake Miskin

Printed Name

VP and CFO Americas

Title

09/03/2025

Date

EB

EB

P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	801095
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	08/29/2025	**Branch/Plant**	1210 Procurement & Supply
Buyer	Diana Hayashi	**Currency Code**	USD
Phone	1-671-300-6027	**POC**	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

PURCHASE DESCRIPTION

IFB 2025-31

IFB 2025-31

Ultrasonic Water Meters "Indefinite Quantity Bid"

AUTHORIZE PERSONNEL:

ELIZABETH SAN AGUSTIN 1222
KENNETH AQUININGOC 1522
BRIAN ARCEO 621

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	James Mantanona
Business Unit	Procurement & Supply
G/L Account No	000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000..

Note to Receiver

OR REQ-2025-21639 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		112033 METER, 1-1/2" ULTRASONIC WATER Plumbing-Meter	07/09/2025	179	Each	1,896.49	339,471.71
3		112036 METER, 4" ULTRASONIC WATER Plumbing-Meter	07/09/2025	61	Each	3,697.29	225,534.69

GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

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Buyer	Diana Hayashi	**Currency Code**	USD
Phone	1-671-300-6027	**POC**	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
4		112037 METER, 6" ULTRASONIC WATER Plumbing-Meter	07/09/2025	18	Each	5,975.65	107,561.70
5		112038 METER, 8" ULTRASONIC WATER Plumbing-Meter	07/09/2025	5	Each	7,096.31	35,481.55
6		112039 METER, 10" ULTRASONIC WATER Plumbing-Meter	07/09/2025	3	Each	13,388.27	40,164.81
7		112035 METER, 3" ULTRASONIC WATER Plumbing-Meter	07/09/2025	25	Each	2,732.50	68,312.50
8		112034 METER, 2" ULTRASONIC WATER Plumbing-Meter	07/09/2025	97	Each	1,807.50	175,327.50

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30 **Total Inc** 991,854.46

Purchase Order number must be indicated on all delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE

Supplier

This Order is
Digitally Approved by - Railey, Brett

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

MEMORANDUM

TO: Miguel Bordallo, General Manager

VIA: Chris Budasi, Assistant General Manager of Administration

CC: Bid No. GWA 2024-13 Water Meters file

FROM: MaryAnn Castro, Buyer II

SUBJECT: Invitation to Bid No. GWA 2024-13 Water Meters

REF: Recommendation of Award

DATE: March 25, 2024

Bid Advertised
Date: February 12, 2024

Bid Opening Date and Time:
Date Opened: March 14, 2024
Time: 10:00 AM

Bid Packages Picked-up / Obtained from GWA Website at **www.guamwaterworks.org**

1. JMI Edison
2. Frontier Supply Company
3. Landis+Gyr
4. Master Meter
5. Badger Meter
6. PWXPress
7. Indigo Piping Systems
8. TH Wilson Bonds
9. CRW Trading Inc.
11. Nova Technologies
11. Brown and Caldwell
12. Guam Pacific Ent
13. American International Supply, Inc.
14. MCS Contractors

Bid Package Submitted

1. Landis+Gyr

Although fourteen (14) entities obtained bid documents from GWA, only one bid was submitted by the deadline.

Bid Findings from Landis+Gyr submittal:

Landis+Gyr bid offer was received on March 7, 2024 via Federal Express. On the scheduled date and time on March 14, 2024 at 10:00 am, Landis+Gyr bid offer was publicly opened, only one (1) attended the bid opening namely, John McDonald, representing Frontier Supply.

During the opening of the bid package, it was noted that Landis+Gyr did not provide a bid bond as specified on IFB 2024-13, Section IV Special Provisions, subsection 1, Bid and Performance Bond Requirements.

On March 19, 2024 at 12:27 am, an email was received from Landis+Gyr. Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, GWA Procurement, indicating "that the bond got delayed from the Guam bank to our headquarters in Alpharetta, GA US".

Bid Bond Received:
On March 22, 2024 at 4:25 am, an email was received from Landis+Gyr, Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, providing update indicating the bid bond is attached on the email and that the hard copy will be sent via Fed-Ex.

Landis+Gyr Bid Bond:
The review of Landis+Gyr Bid Bond met the 15%.

Total Base Bid offer	$164,330.00
15% Required Bid Bond	$24,649.50
15% Bid Bond Submittal	$30,327.00

GWA Legal Review and Recommendation:
The General Manager can declare the bid submission compliant and waive the "mistake" of not submitting a bid bond at the pre-determined bid opening time and date based on the following:

1. It is considered in the best interest of the territory and without any prejudice to other bidders as no other bid submission was received.
2. The "mistake" did not and will not affect bid price, quality, quantity etc.
3. Time is of the essence for GWA to obtain water meters which are inherently required for our water system billing.
4. All substantive portions of the submitted bid remain unchanged even if the bid bond is accepted late.

Based on the above, it is recommended that the bid award be made to Landis+Gyr.

mbcastro

Maryann Castro, Buyer II

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

[X] CONCURRED [ ] NONCONCUR

THERESA ROJAS, GWA LEGAL COUNCIL

[XX] CONCURRED [ ] NONCONCUR

VINCENT ED. GUERRERO, SMA

[ ] APPROVED [ ] DISAPPROVED

2024.4.1

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

Docusign Envelope ID: 3F761270-8217-445F-BDB4-98DB1CE27720

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

MEMORANDUM

TO: General Manager

VIA: Supply Management Administrator

CC: Diana Hayashi, Buyer II Supervisor

FROM: Evaluation Committee Members

SUBJECT: Recommendation of Award for Invitation for Bid No. GWA IFB. 2025-31 Ultrasonic Water Meters "Indefinite Quantity Bid"

DATE June 20, 2025

Bid Opening Date and Time:
Date Opened: May 30, 2025
Time: 10:30 AM

Nine (9) Prospective Bidders acquired the IFB package.
1. Landis+Gyr Technology, Inc.
2. JMI- Edison
3. Frontier Supply
4. Guam Pacific Enterprises Inc.
5. Kamstrup
6. Mueller
7. Saira Group
8. Frontier Supply
9. Chemlane

Bids Received from:
- Landis+Gyr Tehnology, Inc.

Evaluation Committee members:
1. Elizabeth San Agustin, Utility Service Administrator
2. Kenneth Aquiningoc, Customer Service Supervisor
3. Bryan Arceo, Water Meter Maintenance & Repair Supervisor

Evaluation
Landis+Gyr Technology, Inc. bid submission was internally reviewed on May 30, 2025 at 11:00 a.m. and determined the following:

Section V. Special Provisions Subsection (1) Bid Bond Requirement:
Prior to the bid opening, Angie Thomas of Landis+Gyr submitted an email to GWA dated May 21, 2025, at 7:26 a.m., in which she forwarded a draft bid bond from her company's surety for

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review. The purpose of the submission was to ensure that the bid bond had been properly completed and executed prior to final issuance.

However, at the time of bid submission, Landis+Gyr did not include the original or any copies of the executed bid bond in their bid package. Although the company's intent to comply with the bid security requirement was evident, the executed bid bond was not submitted with the bid.

Subsequently, on Wednesday, June 18, 2025, at 4:49 a.m., Landis+Gyr emailed the fully executed bid bond to GWA. While this confirms that the bond had been finalized, it was not received prior to the bid deadline, as required by the solicitation documents.

The absence of the executed bid bond at the time of bid opening may be considered a material deviation under applicable procurement regulations.

Section II General Terms and Conditions: Subsection (E) Descriptive Literature

Upon review it was determined Landis & Gear did not provide descriptive literature (Brochure) although the literature was obtained online and used to confirm that Landis+Gyr was responsive to the bid specifications.

IFB 2023-19 and Rebid History – Justification for Award Recommendation Background

On April 13, 2023, GWA issued IFB 2023-19 for Various Sized Automated Meter Reading (AMR) Water Meters, Endpoints, AMR Hardware, and Software. While 21 bid packets were acquired, only one bid was received by the deadline of July 18, 2023. Upon review, the bid submitted by American International Supply, Inc. was deemed non-compliant due to failure to provide the required 15% Bid Bond, lack of a delivery schedule, and refusal to comply with the Liquidated Damages clause. As a result, no award was made.

A rebid was subsequently issued under IFB 2025-31, for which Landis+Gyr submitted the sole bid without a bid bond or descriptive literature.

Operational Need and Justification to Proceed with Award

The urgency of this procurement is underscored by the fact that GWA's current inventory of large water meters has been fully depleted and is no longer sufficient to:

- Replace failed meters in the field
- Fulfill new meter installations for large commercial businesses, farms, and government accounts
- Maintain a buffer inventory to address expected failures based on asset life projections

Currently, 61 customer meters require immediate replacement, with an additional 21 meters expected to fail in the near future based on their projected service life. Compounding this urgency, supply chain constraints have extended the delivery timeline for these meters to approximately twelve months from the date of order.

Water meters are the equivalent of cash registers for a utility—they are the primary means by which revenue is measured and collected. Without functioning, accurate meters, GWA cannot ensure proper billing and revenue recovery. GWA cannot afford to lose revenue due to

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preventable metering gaps, as any shortfall in collections may ultimately result in higher rates for all customers.

Re-soliciting this procurement at this stage would lead to further delays, increased administrative burden, and no assurance of broader participation, given the previous solicitation history. GWA has made good faith efforts to seek competition through public bidding, but the limited number of capable vendors in this space has resulted in a single responsive bid.

Proceeding with this award is both urgent and necessary to maintain service continuity, avoid unnecessary revenue loss, and support the utility's financial stability and infrastructure goals.

Recommendation to award Landis+Gyr

Pursuant to section III Special Conditions, subsection (C) specifies: The Guam Waterworks Authority reserves the right to accept and/reject any and all bids, to waive any defects, irregularities, or specifications discrepancies and to award the bid as deemed to be the best interest to GWA, therefore, since there is only one (1) bid submittal, and without prejudice to any supplier (s) the committee hereby request to move forward with award to:

Landis+Gyr

Item No	Description	Qty	Unit Cost	Total Cost
1.0	1 ½ Inch Ultrasonic Water Meters	179	$1,896.49	$339,471.71
1.1	2 Inch Ultrasonic Water Meters	97	$1,807.50	$175,327.50
1.2	3 Inch Ultrasonic Water Meters	25	$2,732.50	$68,312.50
1.3	4 Inch Ultrasonic Water Meters	61	$3,697.29	$225,534.69
1.4	6 Inch Ultrasonic Water Meters	18	$5,975.65	$107,561.70
1.5	8 Inch Ultrasonic Water Meters	5	$7,096.31	$35,481.55
1.6	10 Inch Ultrasonic Water Meters	3	$13,388.27	$40,164.81
MFG:	Master Meter			
Brand:	Octave			
Place of Origin:	Israel			
Date of Delivery:	52 Weeks Lead Time			
Total cost of all awarded items				**$991,854.46**

End of Evaluation

Diana D. Hayashi

Diana D. Hayashi
Buyer II Supervisor

Docusign Envelope ID: 3F761270-8217-445F-BDB4-98DB1CE27720

Concurred and accepted by the committee members:

Elizabeth San Agustin
Utility Services Administrator

Kenneth Aquiningoc
Customer Service Supervisor

Bryan Arceo
Water Meter Maintenance & Repair Supervisor

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

[x] CONCURRED [ ] NONCONCUR

Vincent Guerrero,
Supply Management Administrator

[x] CONCURRED [ ] NONCONCUR

Theresa G. Rojas,
Staff Attorney

[✓] APPROVED [ ] DISAPPROVED

Digitally signed by Christopher M. Budasi
Reason: for General Manager Miguel C. Bordallo, P.E.
Date: 2025.06.20 13:38:21 +10'00'

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

cc: Procurement File

GUAM CCU

GUAM WATERWORKS AUTHORITY

Presentation To:

Consolidated Commission on Utilities

GWA Work Session
January 20, 2026

Issues for Resolution

GWA Work Session
January 20, 2026



Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

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

- GWA management is seeking CCU approval of Amendment No. 3 to Owner-Engineer IDIQ contract to execute Task Order No. 3 with AECOM and increase funding accordingly to accomplish the scope as described in Exhibit F – Task Order No. 3 Fee and Scope Proposal.

- Assessment and preliminary design services for the following projects for Task Order No. 3 includes:
  a) Hagåtña Relief Line. Approximately 995 linear feet (LF) of a 36-inch diameter sewer pipe will be assessed for rehabilitation or replacement to help eliminate infiltration and inflow (I/I) into our sewer collections system.
  b) Cars Plus Gravity Sewer Relocation. Existing collection lines currently run through the Cars Plus parking lot south of the car wash facility, and beneath several parking areas to the north end of the site. Assessments will be done on the site to determine the relocation design of the lines. Several properties along the east side of Paterno Street with be provided with cleanouts and connection points at their ROW lines.

- As of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA).

- In order to accomplish time sensitive work required by the PCD, GWA negotiated with AECOM to provide assessment and design services sewer main line (SML) mentioned above.

(continued on next page)

Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project *(continuation)*

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

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

- The objective of these projects is to improve the performance of the sewer collection/transmission system for the protection of human and environmental health and to meet the project deadlines stated in the PCD.

Where is the location?

- The sewer line projects are located in villages of Hagåtña and Mongmong-Toto-Maite.

How much will it cost?

- Task Order No. 3 will cost a total amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04). To execute Amendment No. 3 to the Owner-Engineer IDIQ contract agreement it is necessary to increase the maximum contract amount to Nine Million Seven Hundred Fifty-one Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49).

When will it be completed?

- The completion of these projects will depend on site-specific conditions including, the severity of repairs, extent of sewer transmission system replacement, environmental conditions, and permitting requirements, and available funding. The estimated completion time for these projects is two years.

(continued on next page)

Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project *(continuation)*

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

What is the funding source?

- The funding for this project is available through bonds identified on GWA's Capital Improvements Plan, grants, and internally funded capital improvement program (IFCIP) funds.

The RFP/BID responses (if applicable):

- N/A

Supply of Ultrasonic Water Meters

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

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

- The primary objective of this project is to ensure the continued accuracy and reliability of customer water meters, which are essential for accurately measuring water consumption and billing customers for water service delivered. Reliable customer metering is fundamental to Guam Waterworks Authority's (GWA) ability to bill customers correctly, maintain revenue integrity, and support ongoing operations. The procurements conducted under Invitation for Bid (IFB) Nos. 2024-13 (Exhibit 1) and 2025-31 (Exhibit 2) were intended to maintain adequate meter inventory and support the timely replacement of failed or aging customer meters.
- In addition, this project supports the replacement of production water meters to improve the accuracy of system input measurement, which complements customer metering by improving overall water accountability.
- This resolution is necessary to ratify a prior procurement action and to authorize continued purchasing under the amended IDIQ contract. Two of the procurements were completed in good faith to meet operational needs; however, because the combined contract value exceeded the approval threshold, formal ratification is required to bring the contract into full compliance with GWA governance and regulatory requirements.
- The action is time-sensitive because ratification and authorization are required to allow GWA to proceed with additional purchases of production water meters that have been identified as non-functioning. Without this authorization, GWA's ability to replace these meters and restore accurate production measurement would be delayed, prolonging inaccuracies that affect system accountability and water loss analysis.
- Approval of this item will validate prior actions, formalize contract authority, and allow GWA to continue meter procurement activities in an orderly and compliant manner, ensuring accurate customer billing and improved system-wide water measurement.

(continued on next page)

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Justification:

- IFB No. 2024-13 was issued by GWA on February 29, 2024, for the procurement of small ultrasonic water meters intended for residential customer service connections. This procurement supported accurate customer billing, replacement of failed or aging meters, and maintenance of adequate meter inventory. A total of fourteen (14) vendors obtained bid packets for IFB No. 2024-13; however, only one (1) vendor, Landis+Gyr (L+G), submitted a bid. Following evaluation (Exhibit 7), L+G was determined to be the lowest responsive and responsible bidder, and the IDIQ contract (Exhibit 3) was executed on November 25, 2024.
- Pursuant to IFB No. 2024-13, PO No. 800245 (Exhibit 4) was issued on 12/12/2024 to LG in the amount of $404,360.00 for the purchase of 2,000 residential ultrasonic meters (5/8" x ¾") to support customer meter replacement and inventory requirements.
- Subsequently, GWA issued IFB No. 2025-31 on May 23, 2025, for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts. This procurement addressed a separate need after the residential meter procurement and involved different meter sizes and customer classes. A total of nine (9) vendors obtained bid packets for IFB No. 2025-31; however, only one (1) bid was submitted, again by L+G. L+G was recommended for award (Exhibit 8) as the sole responsive bidder.
- Although IFB Nos. 2024-13 and 2025-31 were issued approximately fourteen (14) months apart and served different customer classes, both procurements were conducted independently through competitive sealed bidding, with public advertisement and open access to bid documents.



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Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Justification:

- Following the award recommendation under IFB No. 2025-31, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB 2024-13 IDIQ contract on September 3, 2025, incorporating the pricing and scope for larger meters into the existing contract. The amendment was executed to consolidate ultrasonic meter procurement under a single contract vehicle for administrative efficiency.
- Pursuant to IFB No. 2025-31, PO No. 801095 (Exhibit 6) was issued on 08/29/2025 to L+G in the total amount of $991,854.46, covering multiple meter sizes (1½", 2", 3", 4", 6", 8", and 10") for commercial and government customer accounts.
- After execution of the amendment, GWA Operations conducted a system-wide review and determined that certain larger ultrasonic meters procured under IFB No. 2025-31 could also be deployed at production sites, where meter size and technical specifications were compatible. This determination was made as a post-award operational decision to standardize meter types, reduce the number of meter models maintained in inventory, and improve flexibility in responding to meter failures across customer and operational applications.
- The consolidation of awards from IFB No. 2024-13 and IFB No. 2025-31 under a single IDIQ contract resulted in an aggregate contract value that exceeded the approval threshold requiring CCU and PUC authorization. Accordingly, ratification is requested to validate prior procurement actions executed in good faith, and authorization is requested to allow continued purchasing under the amended IDIQ contract, including additional larger meters to support production metering needs. This action will regularize contract authority at the aggregate level while allowing GWA to continue meter replacement activities essential to accurate customer billing and efficient system operations.



(continued on next page)

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Where is the location?

- Meters are deployed islandwide.

How much will it cost?

- The total contract value consists of two completed purchase orders already issued under competitively awarded IFBs, plus a prospective purchase of production meters, including a 10% contingency to address quantity adjustments, installation conditions, or unforeseen operational needs.

Item	Reference	Description	Amount ($)	Status
1	PO No. 800245	Small ultrasonic meters – IFB 2024-13	404,360.00	Executed
2	PO No. 801095	Large ultrasonic meters – IFB 2025-31	991,854.46	Executed
3	Requisition Production	ultrasonic meters (38 × 4", 19 × 6") 254,034.37	Requisition	
		Subtotal (Items 1–3)	**1,650,248.83**	
4	Contingency	10% applied to subtotal	165,024.88	Authorization Only
		TOTAL AUTHORIZATION REQUESTED	**1,815,273.71**	



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Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

How much will it cost?

- Ratification is requested for the following previously executed purchase orders:
  - PO No. 800245 – $404,360.00
  - PO No. 801095 – $991,854.46
- Total Amount for Ratification: $1,396,214.46
- Authorization is requested for the following:
  - Production meter requisition – $254,034.37
  - 10% contingency applied to total amount – $165,024.88
- Total increased amount to current contract is $419,059.25
- Total contract authorization requested: $1,815,273.71

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Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

When will it be completed?

- The procurements under the first and second purchase orders have already been initiated. The first purchase order has been fully received, and the meters are currently in inventory and being deployed. The second purchase order has been issued, and delivery of those meters is projected to arrive on Guam within approximately two (2) weeks.
- Upon securing CCU and PUC approvals, the production meter requisition will be placed immediately under the existing IDIQ contract. Completion of all meter deliveries and availability for installation is therefore expected shortly after receipt of the second shipment and placement of the production meter order, with no anticipated delays once approvals are obtained.

What is the funding source?

- Funding for the ratified and authorized expenditures will be provided through GWA bond funds, and Internally Funded Capital Improvement Program (IFCIP) funds as needed.

The RFP/BID responses (if applicable):

- The RFP/BID responses are addressed and summarized in the Justification section.



Management Report

GWA Work Session

January 20, 2026



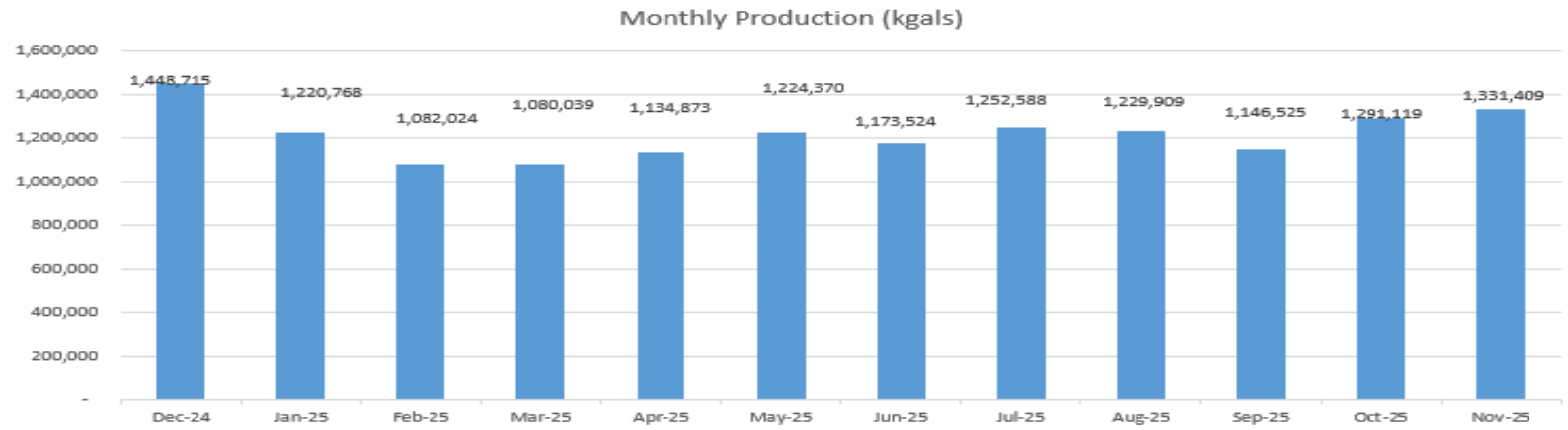
GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (November 2025)

Monthly Production Summary - NOVEMBER 2025				
Deepwells	**Amount**		**41.44**	**MGD**
Active Wells	97	out of 120		
Average days in o	30	Days		
Total Production	1,243,289	Kgals		
Springs			**0.58**	**MGD**
Average Days in C	30	Days		
Total Production	17,456	Kgals		
Ugum Surface Water Plant			**2**	**MGD**
Average Days in C	30	Days		
Total Production	45,379	Kgals		
Tumon Maui Well			**0.84**	**MGD**
Average Days in C	30	Days		
Total Production	25,285	Kgals		
	1,331,409	**Kgals**	**44**	**MGD**

Deepwell Status as of 11/30/2025		
Status Types	**Count**	**Remarks**
Active	97	
Grounded motor, Secured for Corrective Maintenance	9	A26,D01,D03B,D08,F10,M05,M12,Y03,Y16,
Out of commissio	9	A02,A07,A28,D05, D13,M01,M14,MJ01,
Secured - PFOs	2	A23,A25
Stand by	3	A29, M04, D17B
Total	**120**	



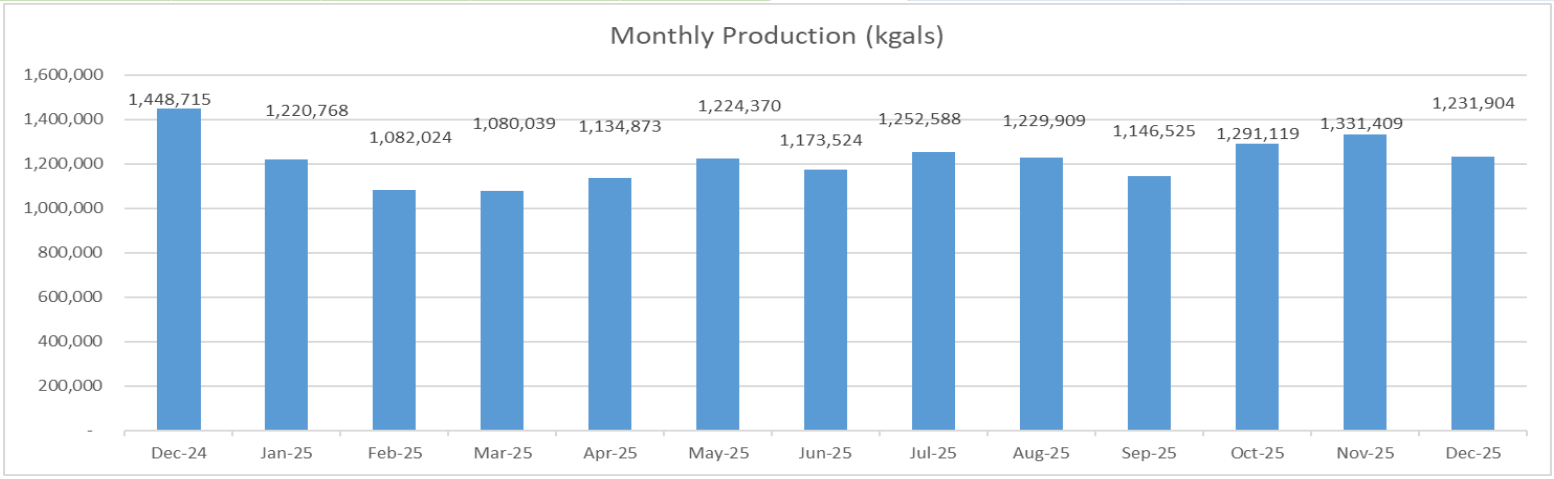
GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (December 2025)

Monthly Production Summary - DECEMBER 2025				
Deepwells	**Amount**		**38.0**	**MGD**
Active Wells	99	out of 120		
Average days in operation	31	Days		
Total Production	1,139,146	Kgals		
Springs			**0.60**	**MGD**
Average Days in Operation	31	Days		
Total Production	18,038	Kgals		
Ugum Surface Water Plant			**2**	**MGD**
Average Days in Operation	31	Days		
Total Production	45,858	Kgals		
Tumon Maui Well			**0.96**	**MGD**
Average Days in Operation	31	Days		
Total Production	28,862	Kgals		
	1,231,904	**Kgals**	**41**	**MGD**

Deepwell Status as of 12/31/2025		
Status Types	**Count**	**Remarks**
Active	99	
Grounded motor, Secured for Corrective Maintenance	7	A26,D01,D03B,D08,M05,Y03,Y16
Out of commission	9	A02,A07,A28,D05,D13,M01,M14,MJ01,MJ05
Secured - PFOs	2	A23,A25
Stand by	3	A29,M04,D17B
Total	**120**	



GUAM WATERWORKS AUTHORITY

Tumon Maui Well Production (November 2025)



GUAM WATERWORKS AUTHORITY

Tumon Maui Well Production (December 2025)

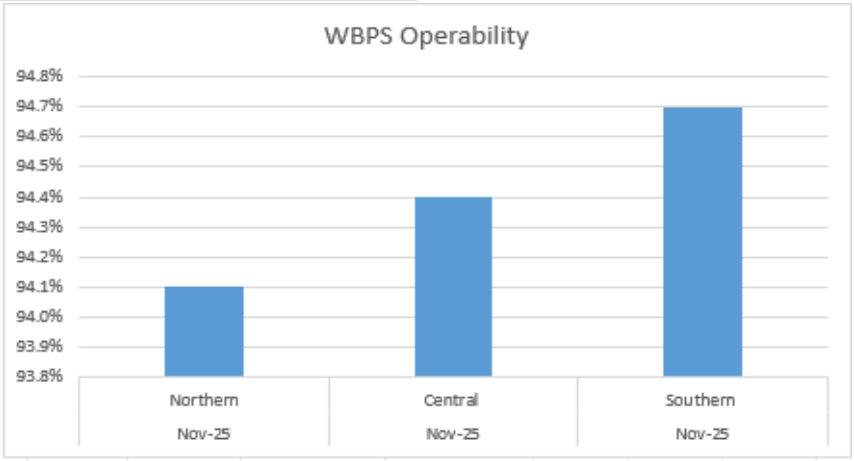


GUAM WATERWORKS AUTHORITY

Water Distribution (November 2025)

Monthly Distribution Summary - November 2025					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	14	34	32	94.1%
	Central	8	18	17	94.4%
	Southern	8	19	18	94.7%
		30	71	67	94.4%





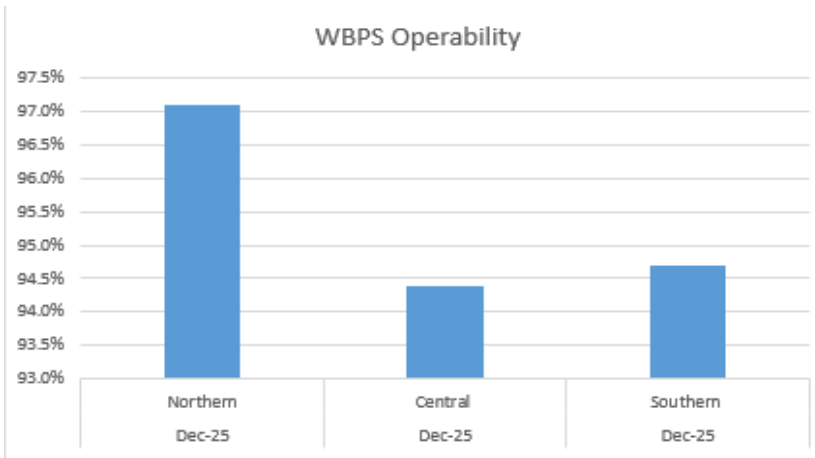


GUAM WATERWORKS AUTHORITY

Water Distribution (December 2025)

Monthly Distribution Summary - December 2025					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	14	34	33	97.1%
	Central	8	18	17	94.4%
	Southern	8	19	18	94.7%
		30	71	68	95.8%

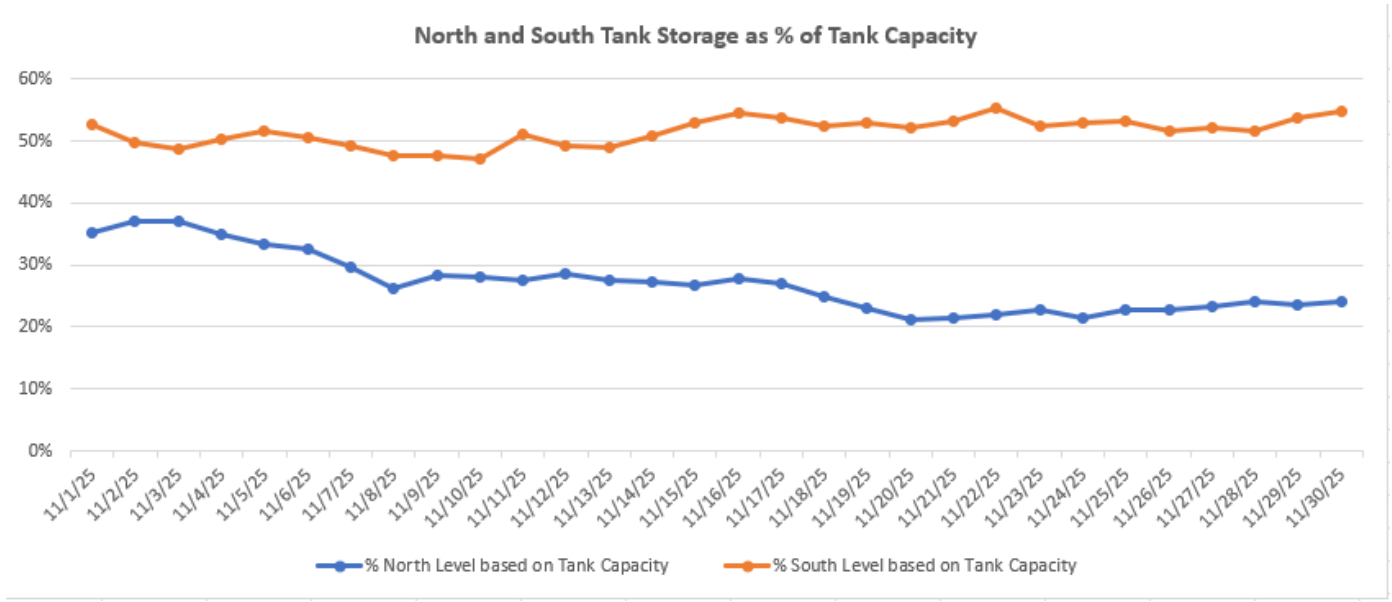






GUAM WATERWORKS AUTHORITY

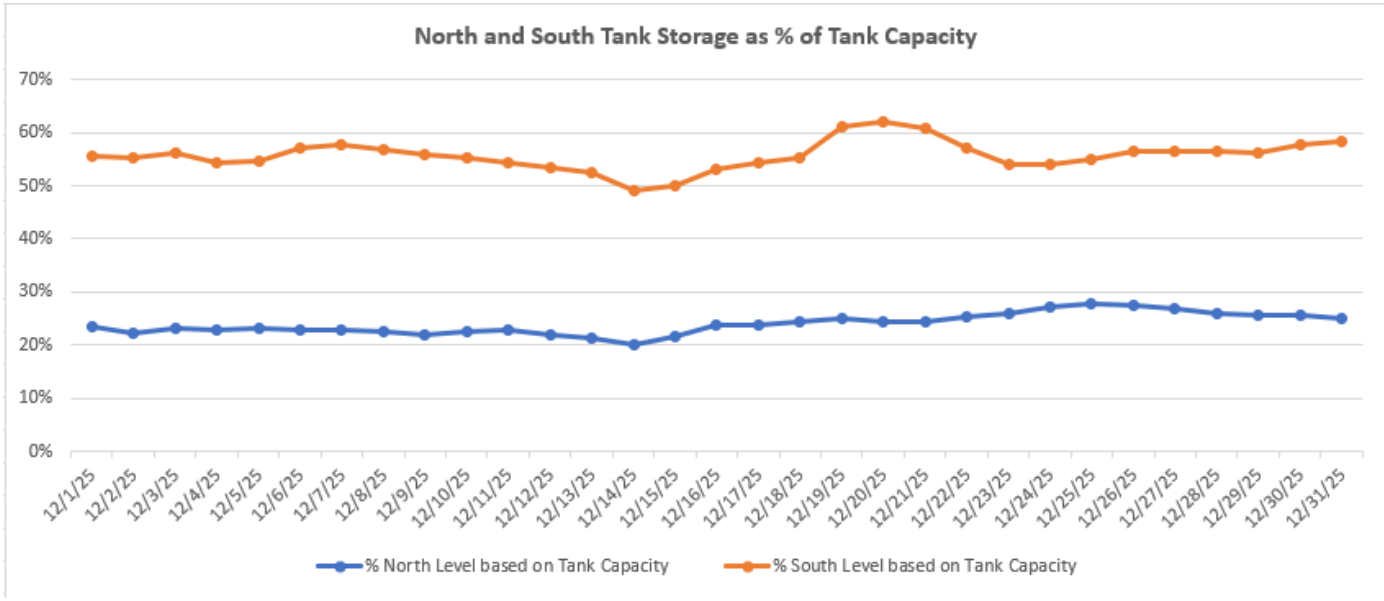
Water Distribution – Tank Levels (November 2025)





GUAM WATERWORKS AUTHORITY

Water Distribution – Tank Levels (December 2025)

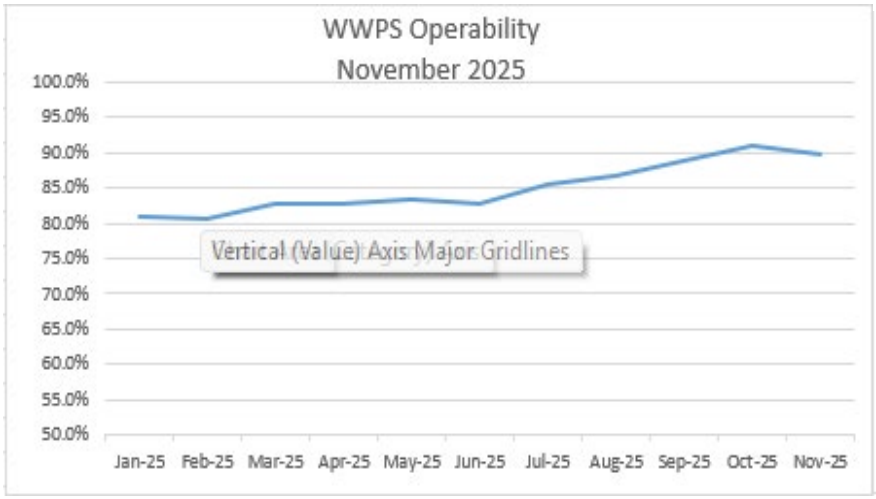


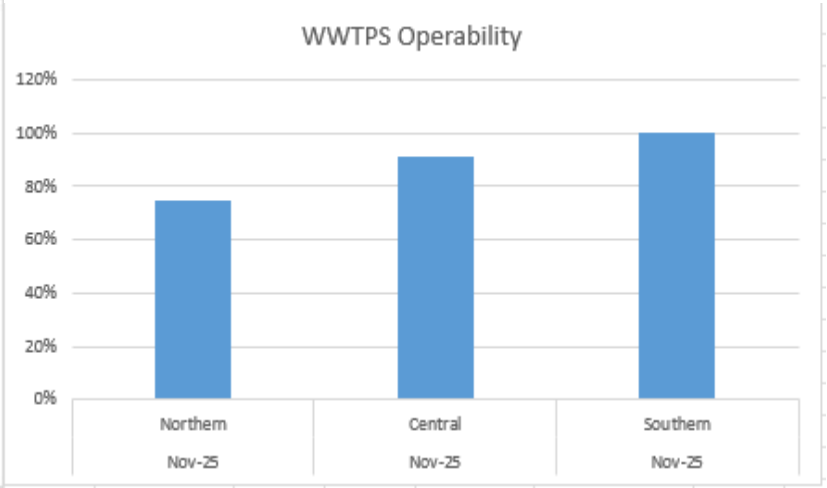


GUAM WATERWORKS AUTHORITY

Wastewater Collections (November 2025)

Monthly Collections Summary - November 2025					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	39	75.0%
	Central	30	66	60	90.9%
	Southern	32	68	68	100.0%
		84	186	167	89.8%



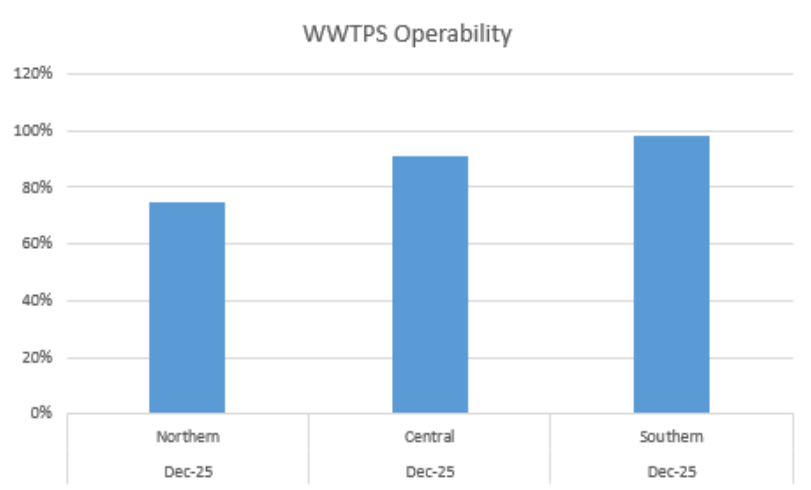


GUAM WATERWORKS AUTHORITY

Wastewater Collections (December 2025)

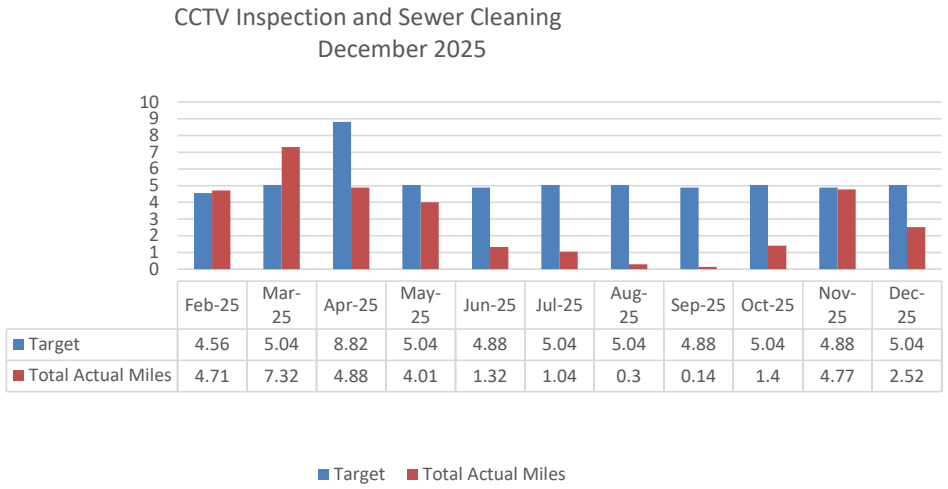
Monthly Collections Summary - December 2025					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	39	75.0%
	Central	30	66	60	90.9%
	Southern	32	68	67	98.5%
		84	186	166	89.2%





GUAM WATERWORKS AUTHORITY

Wastewater Collections – CCTV (through December 2025)



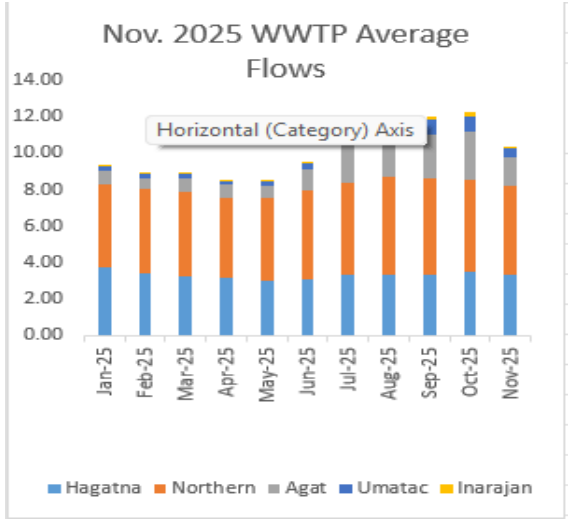
	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Target	4.56	5.04	8.82	5.04	4.88	5.04	5.04	4.88	5.04	4.88	5.04
Total Actual Miles	4.71	7.32	4.88	4.01	1.32	1.04	0.3	0.14	1.4	4.77	2.52



GUAM WATERWORKS AUTHORITY

Wastewater Treatment (November 2025)

Monthly Wastewater Treatment Summary - November 2025				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows (MGD)	Sludge (lbs)	Sludge Disp. ($)
	Hagatna	3.32	310,720	$ 27,965
	Northern	4.87	1,142,580	$ 102,832
	Agat	1.62	16,440	$ 1,480
	Umatac	0.46		
	Inarajan	0.13		
		10.40	1,469,740	$ 132,277

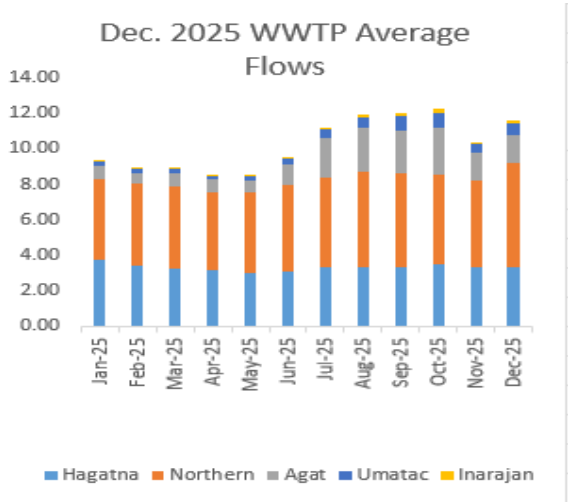




GUAM WATERWORKS AUTHORITY

Wastewater Treatment (December 2025)

Monthly Wastewater Treatment Summary - December 2025				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows (MGD)	Sludge (lbs)	Sludge Disp. ($)
	Hagatna	3.31	402,940	$ 36,265
	Northern	5.9	1,029,000	$ 92,610
	Agat	1.6	40,580	$ 3,652
	Umatac	0.59		
	Inarajan	0.17		
		11.57	1,472,520	$ 132,527

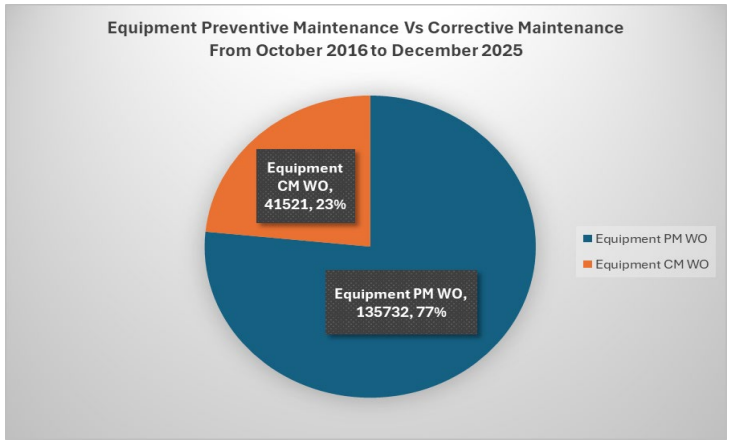




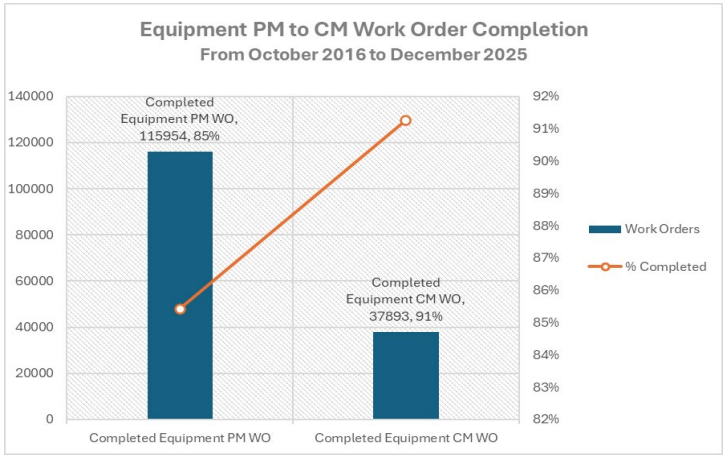
GUAM WATERWORKS AUTHORITY

Asset Management (through December 2025)

I. Equipment Preventive Maintenance to Corrective Maintenance ***Ratio***



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

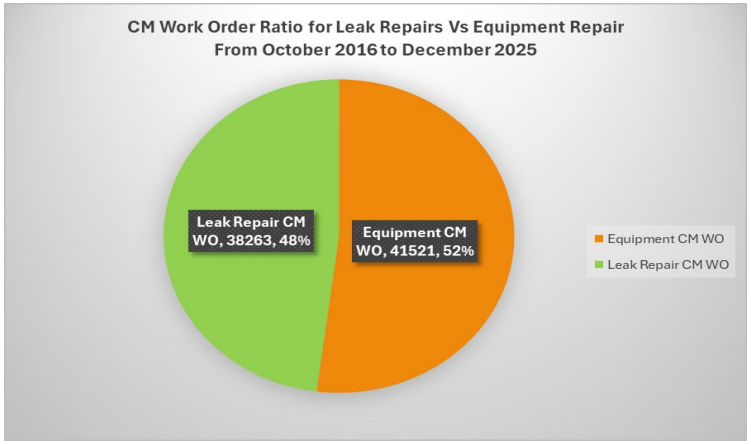




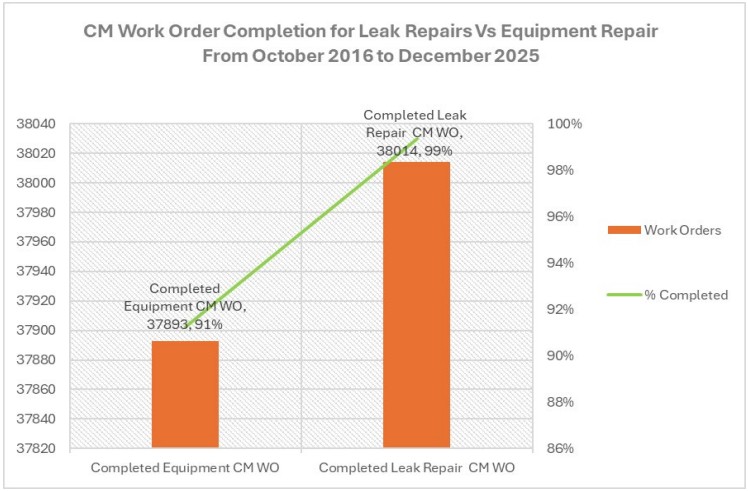
GUAM WATERWORKS AUTHORITY

Asset Management (through December 2025)

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



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





GUAM WATERWORKS AUTHORITY

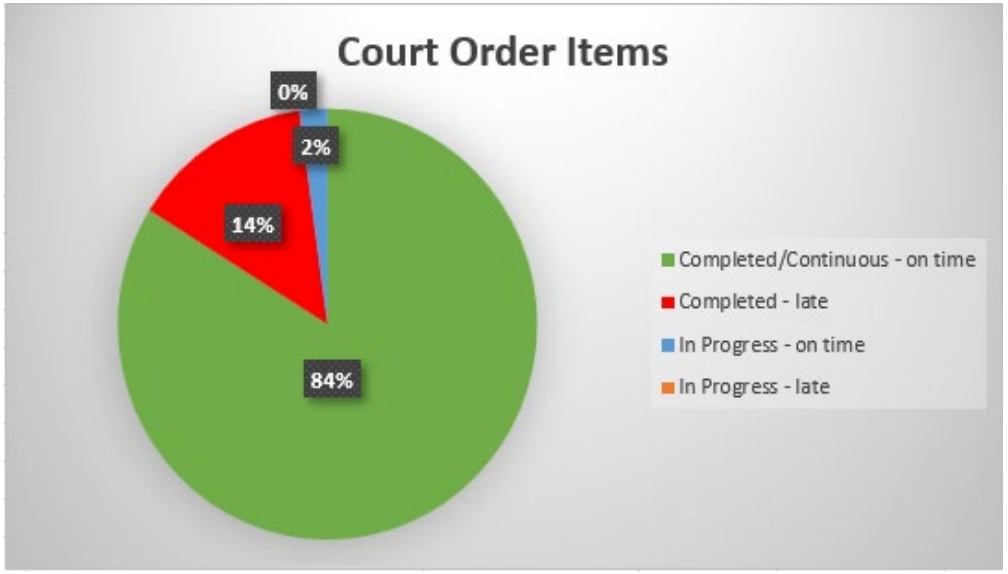
One Guam Update (through December 2025)

- No updates



GUAM WATERWORKS AUTHORITY

Court Order Summary (through December 2025)



Court Order Summary

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

GUAM WATERWORKS AUTHORITY

- **Court Order – Status Information (through December 2025)**
- New CO delay of Second (new) Ugum Tank; no other delays expected. USEPA has been advised of our 2011 CO and 2024 PCD Progress.

- Overflows or Bypass events called in to USEPA:
  - 12-16-2025, SSO 1579423; PS 17, Merizo, sewer overflow, Force main break
  - 12-25-2025; SSO 1582743; Tan Chong Sablan, sewer overflow - FOG



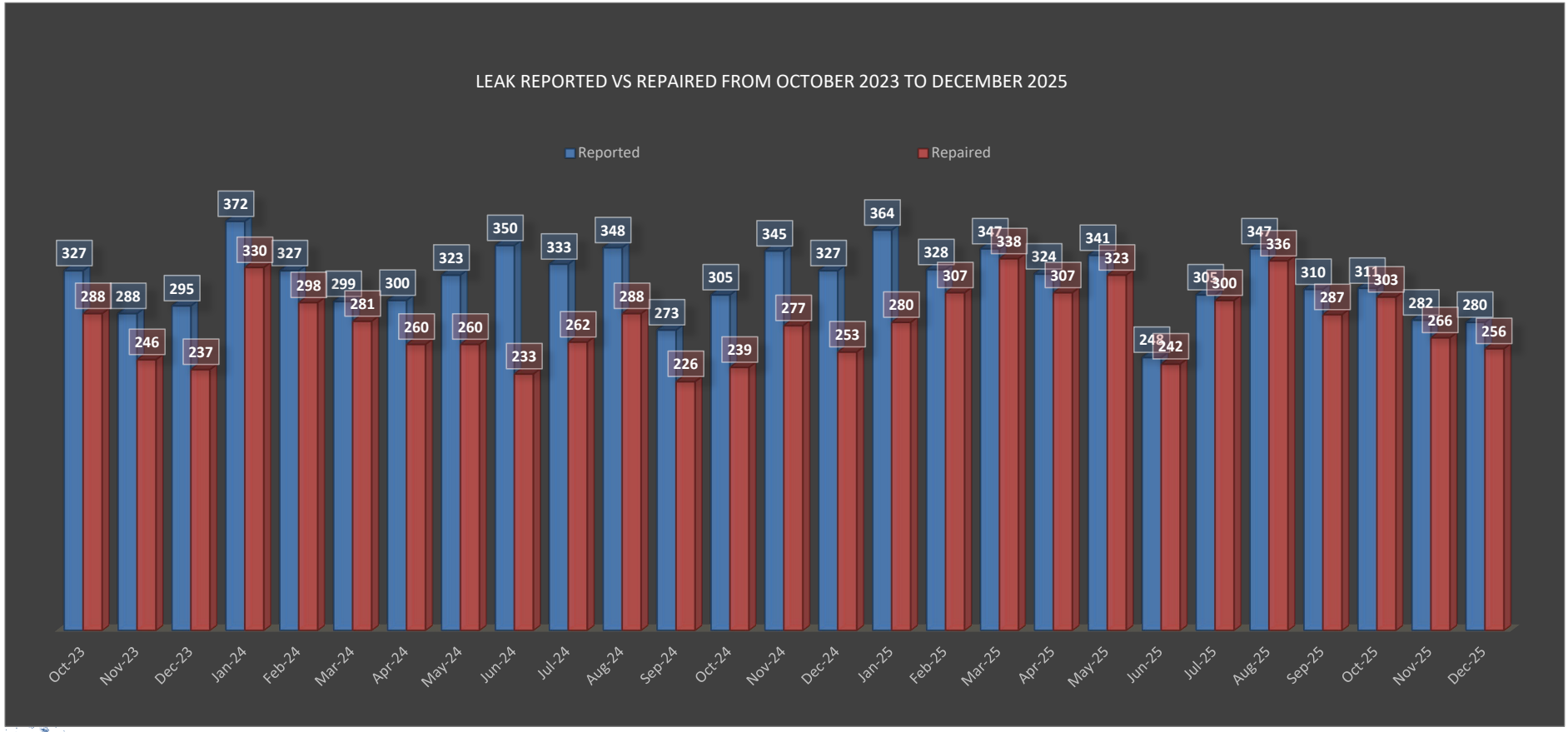
GUAM WATERWORKS AUTHORITY

Land Acquisition Summary (through December 2025)

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. 2nd 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. 1st appraisal report submitted to GWA 05/11/2022. 2nd 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	• 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.
Sewer & Stormwater Improvement Project (Harmon Sink)	L5166-2-6-2-1; L5166-2-6-2-2; L5166-2-6-2-R2; Tamuning	Private	• GWA letter of interest sent and received by property owner (Anna Kao) 11/24/2025 • GWA offer letter sent and received by property owner (Anna Kao) 12/10/2025

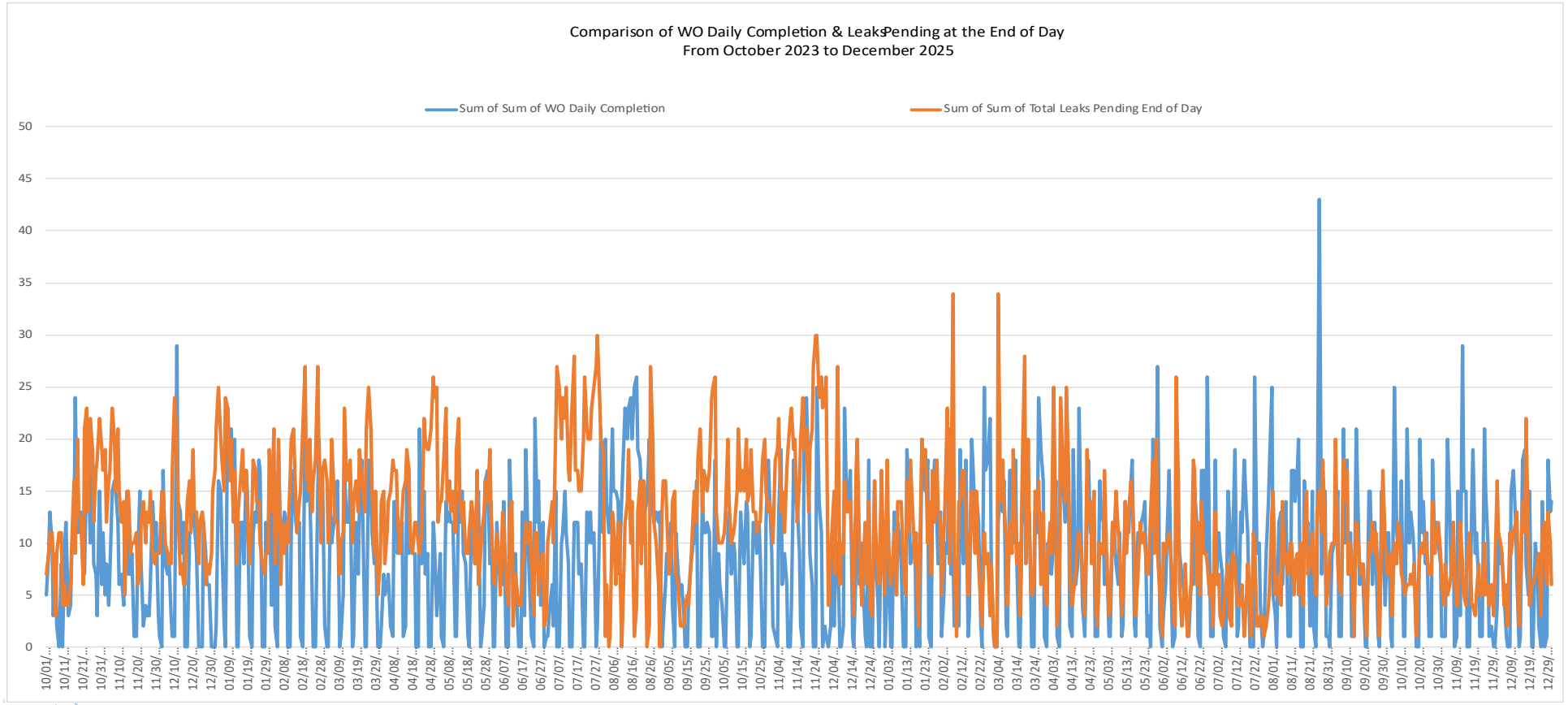
GUAM WATERWORKS AUTHORITY

Comparison of Leaks Reported vs. Leaks Repaired (through December 2025)



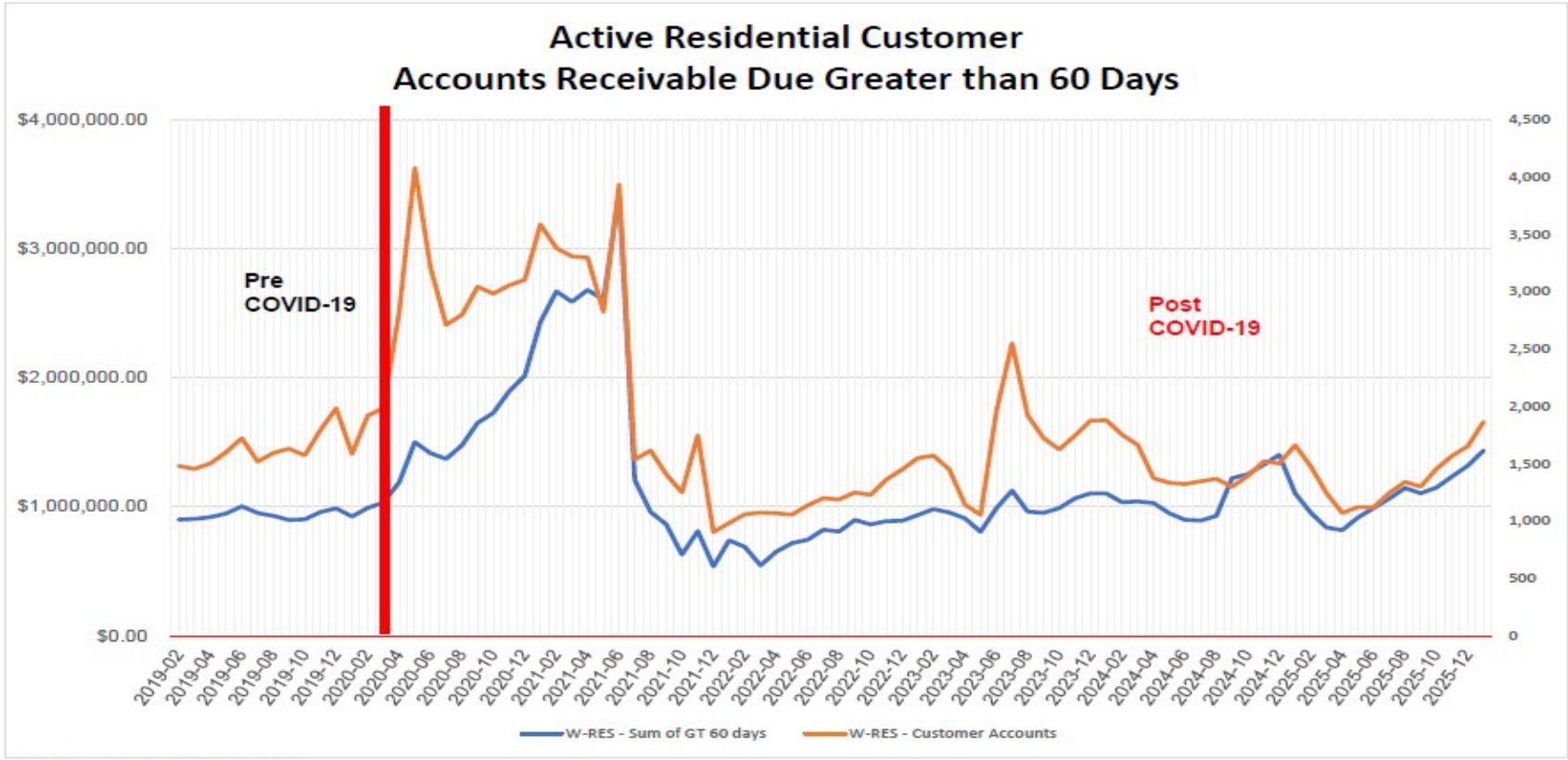
GUAM WATERWORKS AUTHORITY

Daily Leak Repairs (through December 2025)



GUAM WATERWORKS AUTHORITY

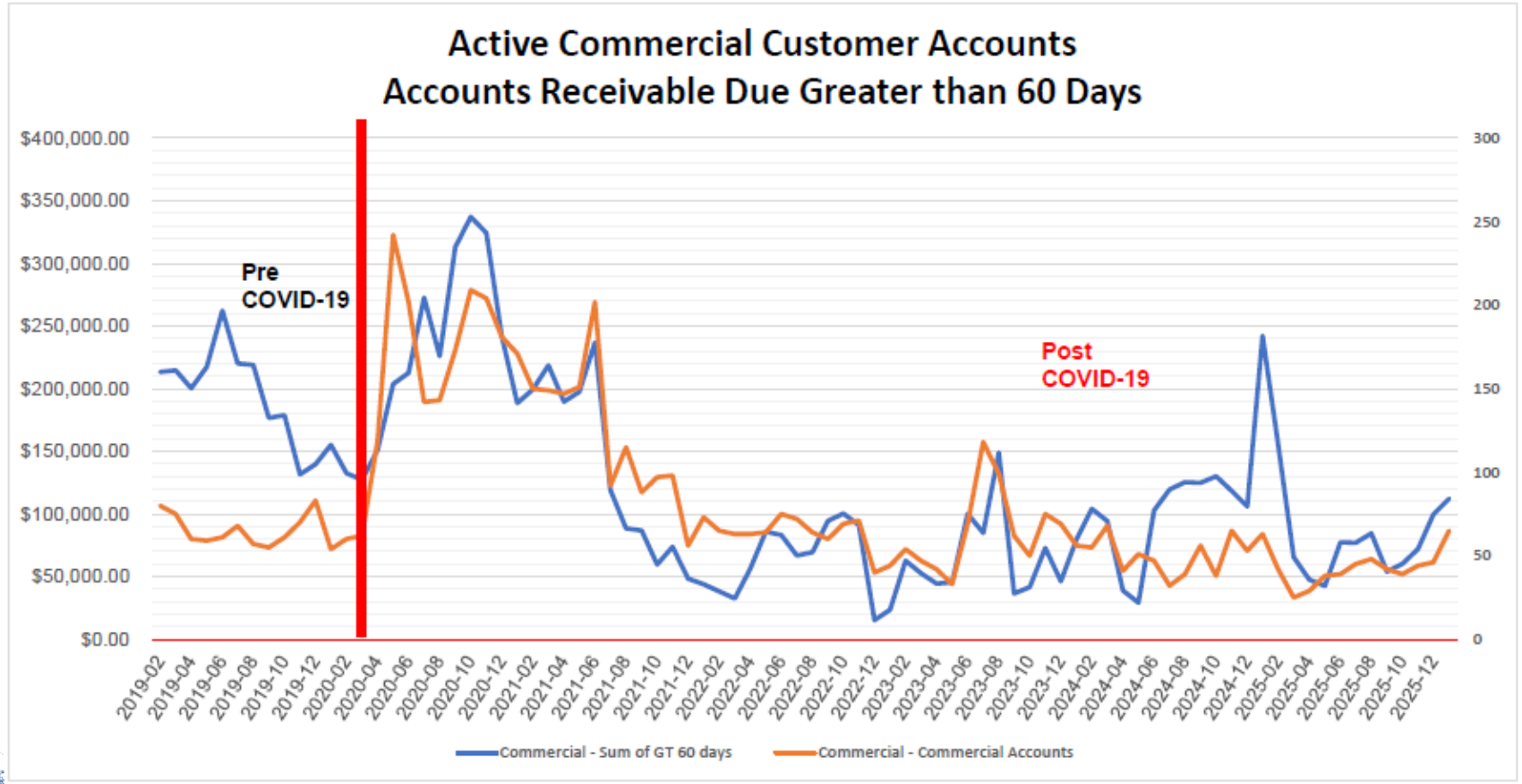
Accounts Receivables – Active Residential Customers (through December 2025)



* Excluding customers on payment plans

GUAM WATERWORKS AUTHORITY

Accounts Receivables – Active Commercial Customers (through December 2025)



* Excluding customers on payment plans

GUAM WATERWORKS AUTHORITY

Highlights of Customer Care Section Operations (November 2025)

Highlights of Customer Care Section Operations –November 2025

- Nonpayment terminations were significantly lower in the month of Nov 2025 due to the fewer number of working days and holidays @ 141 total nonpayment terminations as compared to Oct 2025 total of 267.
- 11% of the total active payment plans in the month of Nov 2025 were broken which compares identically to Oct 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 942 total customers assisted in the month of Nov 2025, down slightly from Oct 2025 @ 1072. This is also likely the result of fewer work days in Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
  - 6 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 3 minutes = GPWA Julale Satelitte Office Hagatna
  - 8 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows:
  - 12 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 10 minutes = GPWA Julale Satelitte Office Hagatna
  - 14 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 496 emails were received and responded to in Nov 2025, which is higher than Oct 2025 @ 371.
- A total of 1077 phone calls were responded to in Nov 2025, down from 1233 in Oct 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Nov 2025 is 88.3% slightly higher than Oct 2025 @ 87.5%
- No activity on the lead inventory project in Nov 2025.

GUAM WATERWORKS AUTHORITY

Highlights of Customer Care Section Operations (December 2025)

Highlights of Customer Care Section Operations – December 2025

- Nonpayment terminations were higher than Nov 2025 @ 173 as compared to Nov 2025 @ 141.
- There were a total of 322 broken payment plans in Dec 2025 as compared to 223 in Nov 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 1251 for the month of Dec 2025 as compared to 942 total customers assisted in the month of Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
  - 5 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 3 minutes = GPWA Julale Satelitte Office Hagatna
  - 7 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows.
  - 9 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 7 minutes = GPWA Julale Satelitte Office Hagatna
  - 13 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 455 emails were received and responded to in Dec 2025, slightly fewer than Nov 2025 @ 496 emails.
- A total of 1595 phone calls were responded to in Dec 2025 as compared to 1077 phone calls in Nov 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Dec 2025 is 84.2%, lower than Nov 2025 @ 88.3%.
- No activity on the lead inventory project in Dec 2025.

GWA Financial Overview

DECEMBER 2025



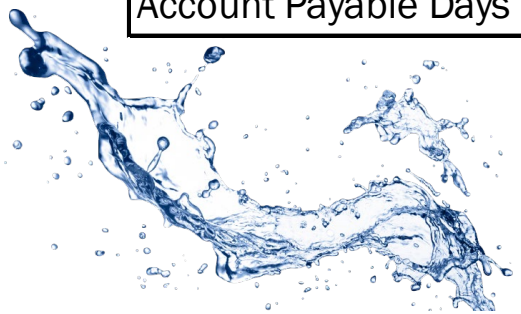
Executive Financial Snapshot – November & December 2025

- November and December operating results were favorable to budget, contributing to positive performance for the first quarter of FY2026.
- December operating revenues exceeded budget by 14 percent, with operating expenses 5 percent below budget.
- For the first quarter of FY2026, operating revenues exceeded budget by 11 percent, while operating expenses were 4 percent below budget. First-quarter earnings from operations exceeded budget by $5.5 million.
- As of December 31, 2025, Days Cash on Hand was 364 days and the Rate Stabilization Fund balance remained at $10.45 million; year-to-date results include PFAS settlement proceeds
- Government receivables, capital cash-flow timing, and the FY2027 budget and true-up process as key items to monitor.



Key Financial Indicators

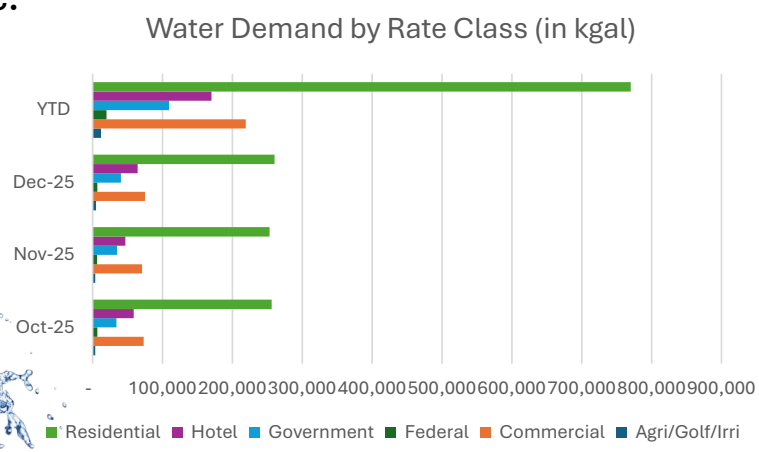
Indicator	Target	Nov-25	Dec-25
DSC YTD (Per Section 6.12 of Indenture)			
Per Section 6.12 of Indenture	1.25	1.73	1.78
Inclusive of Reserves (PUC)	1.32	1.73	1.78
Days – Cash on Hand	120 days	353 days	364 days
Collection Ratio			
· Month to Date	99%	77%	92%
· Year to Date	99%	78%	83%
Account Receivable Days	30 days	43 days	43 days
Account Payable Days	45 days	40 days	31 days

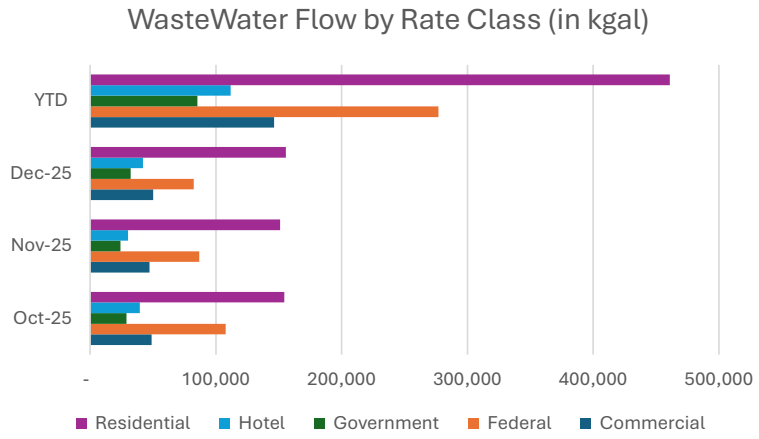


Operating Drivers – Water Consumption and Wastewater Flows

- November and December system demand reflected seasonal patterns and customer mix changes.
- Federal, hotel, and government customers continued to be key contributors to system volumes.
- Year-to-date demand through December provides the baseline for FY2026 financial performance.

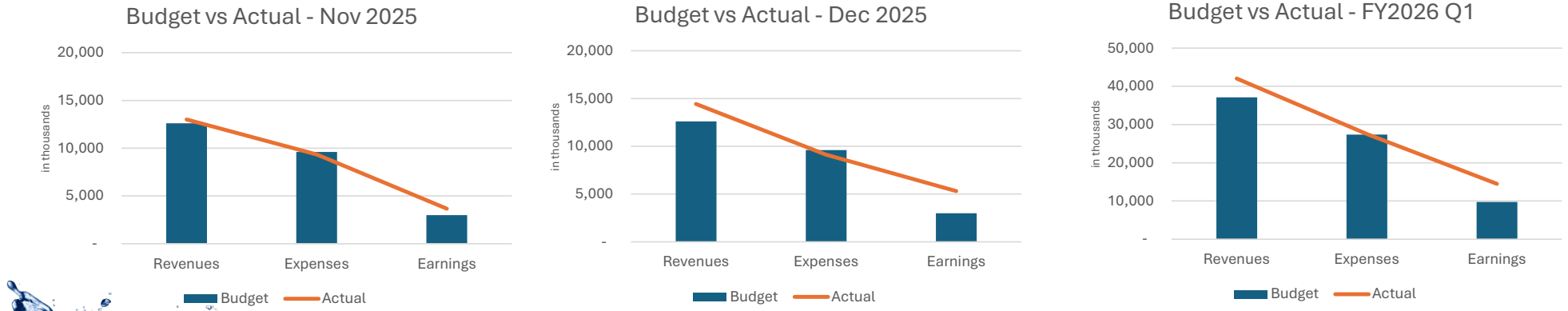






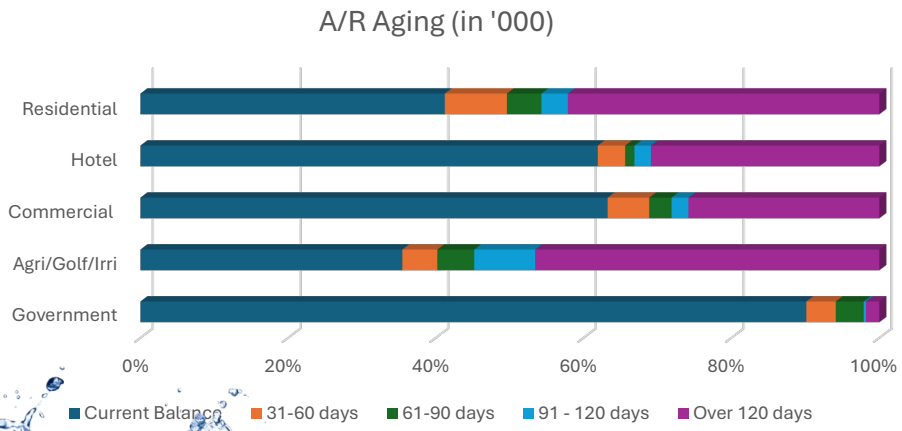
Operating Results – Monthly and Year to Date

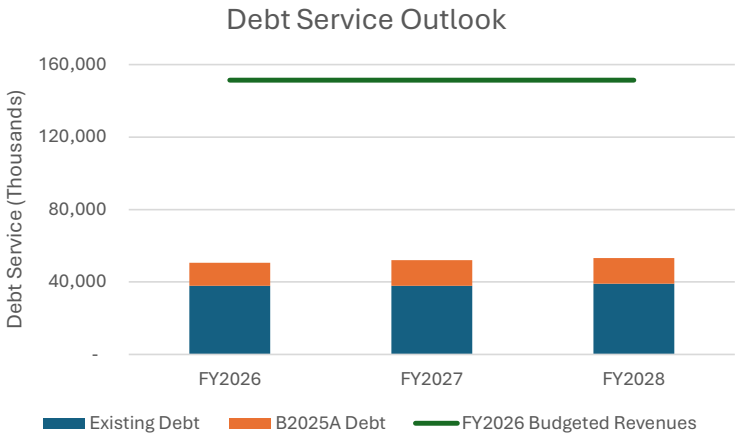
- November and December operating revenues were driven by rate adjustments and customer demand.
- Operating expenses for both months remained within budget expectations.
- Year-to-date results through December reflect favorable operating margins relative to budget.



Liquidity, Capital Spending, and Debt Overview

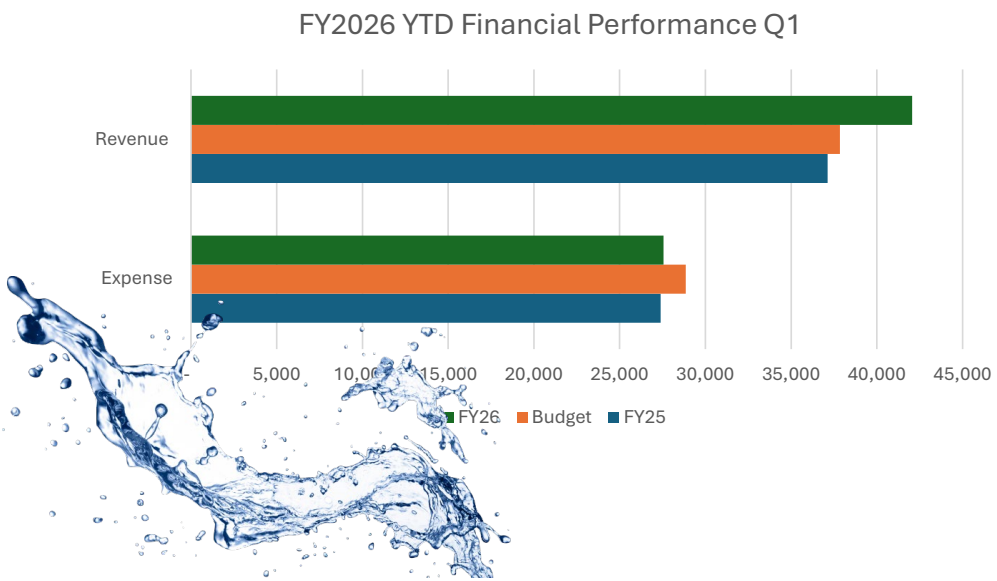
- Accounts receivable and payable balances remained within normal operating ranges as of December 31.
- Year-to-date capital expenditures reflect planned project activity and funding availability.
- Debt service requirements remain manageable within current revenue and liquidity levels.

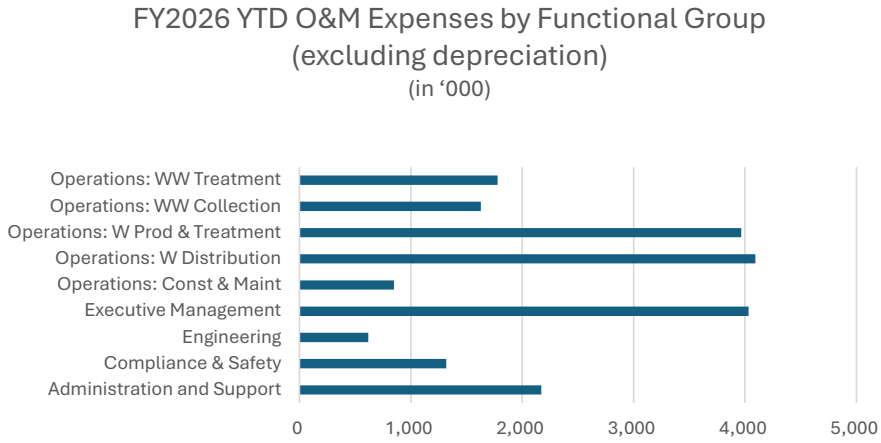




Year to Date Financial Performance – Q1 FY2026

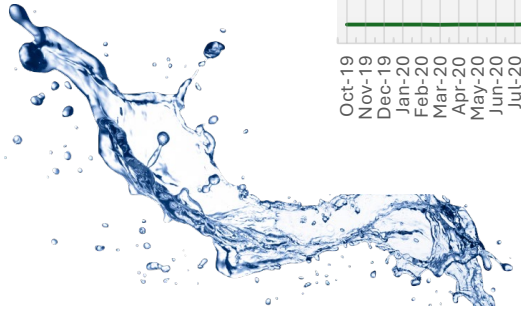
- Year-to-date revenues exceeded prior year and budget due to rate and demand effects.
- Operating expenses remain aligned with budgeted levels.
- Overall operating margin through December supports financial stability entering Q2.

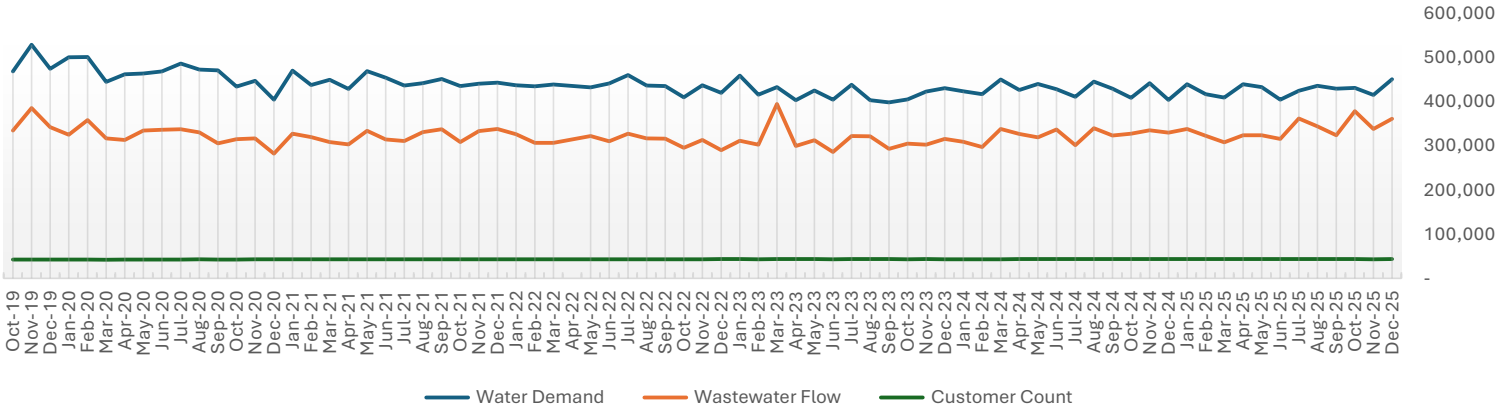




Multi-Year System Demand and Customer Trends

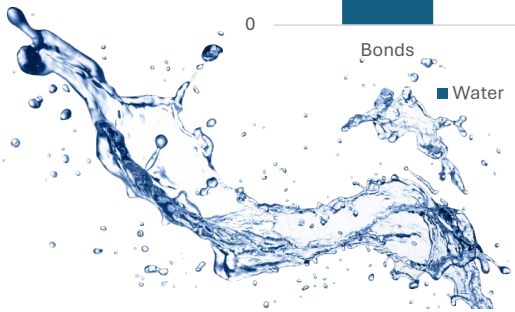
- Water consumption and wastewater flows have remained relatively stable over the past several years.
- Customer counts continue to show modest growth and stabilization.
- These trends support long-term financial planning and rate design.

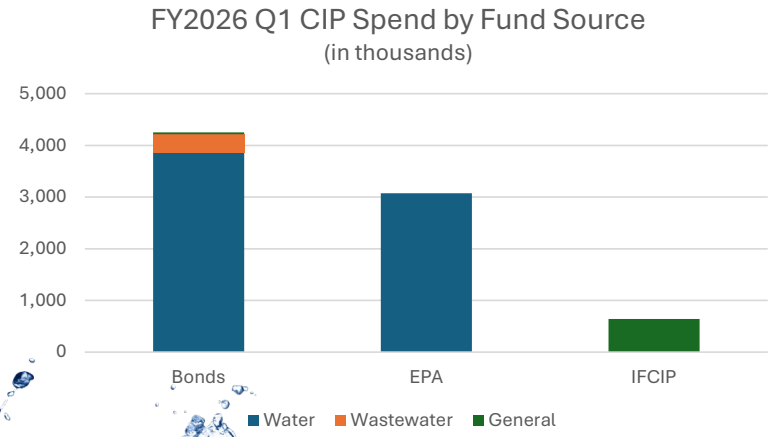


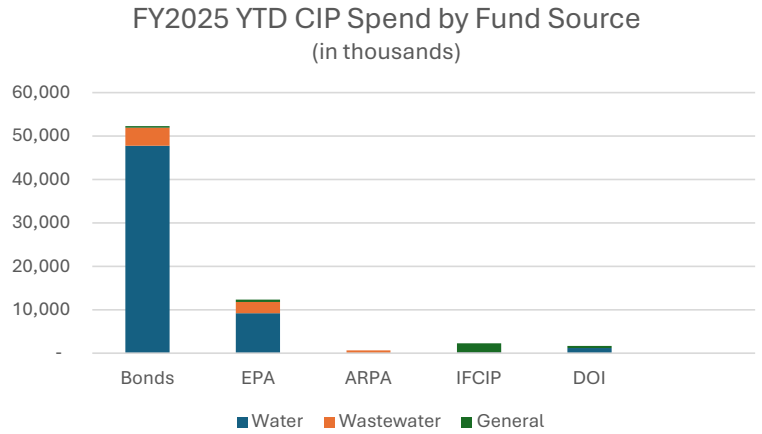


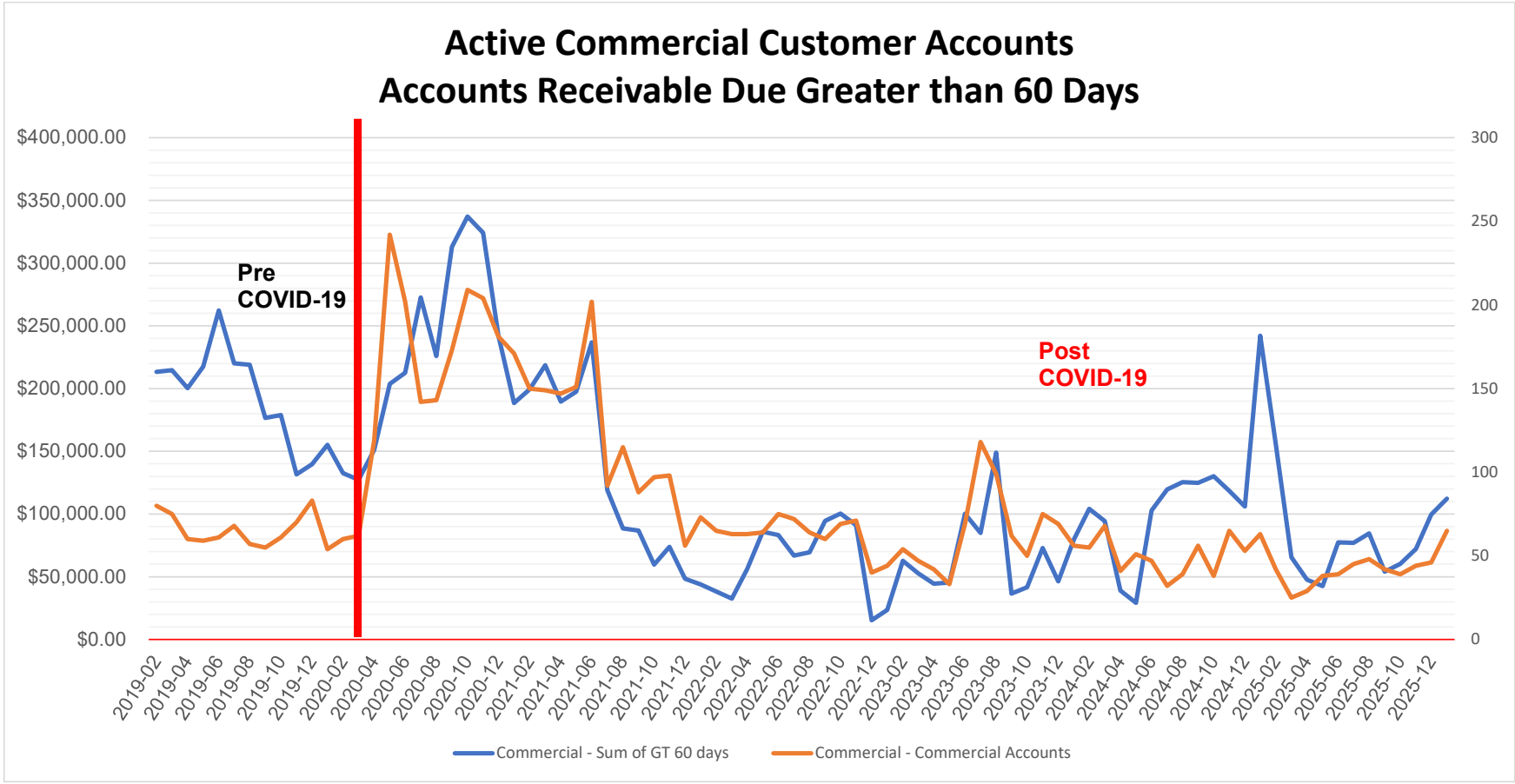
Capital Program and Financing Outlook

- Capital spending continues to align with approved project schedules and funding sources.
- Major funding sources include SRF, grants, and internal cash.
- Upcoming financing and rate actions will support long-term capital needs.

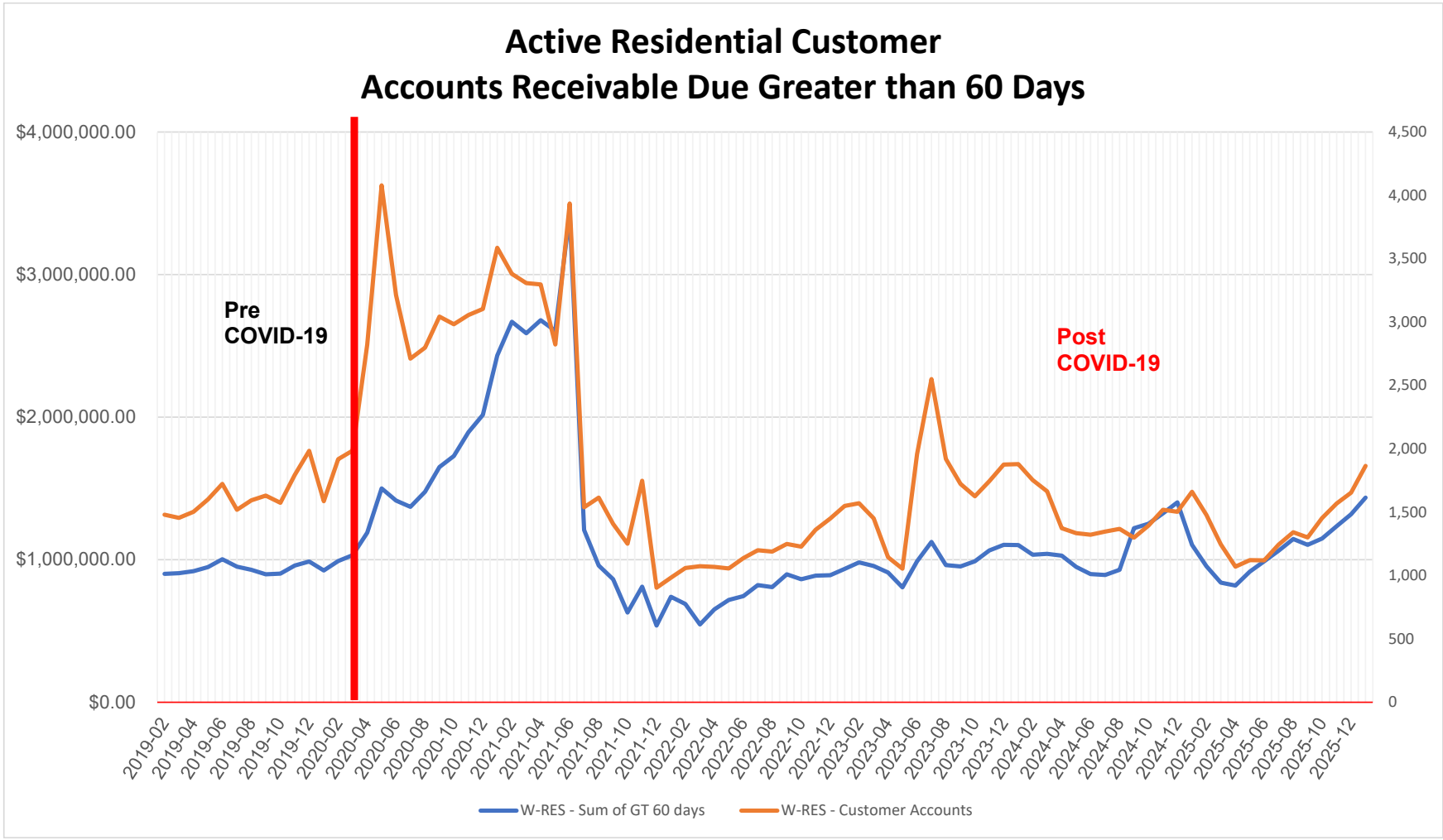




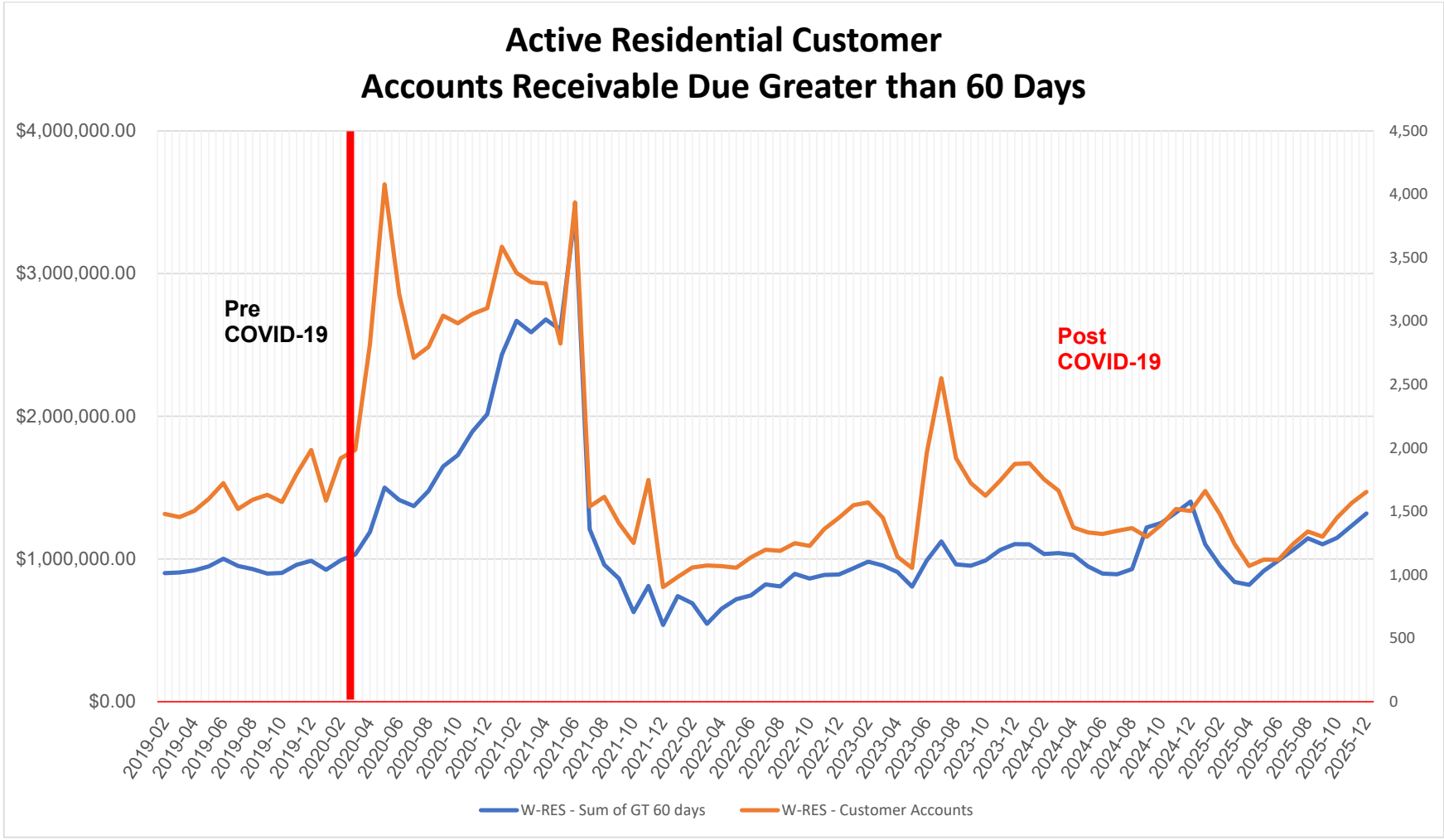




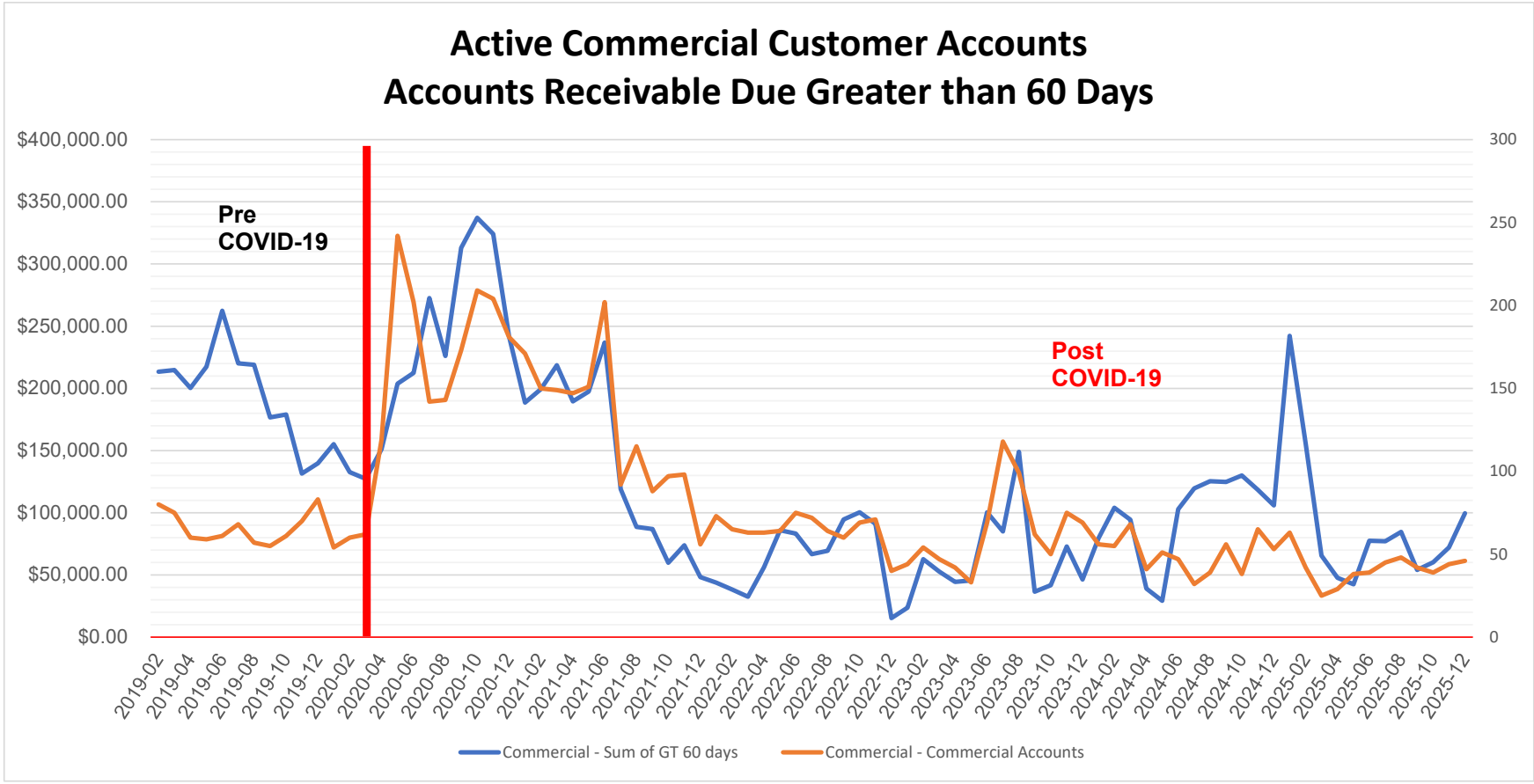
* Excluding customers on payment plans



* Excluding customers on payment plans



* Excluding customers on payment plans



* Excluding customers on payment plans

GWA Utility Services Division
Monthly Status Report
Month ending NOV 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 11/08/25	WEEK ENDING: 11/15/25	WEEK ENDING: 11/22/25	WEEK ENDING: 11/29/25	NOV 2025 MONTHLY TOTAL	WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* WEEKLY AVERAGE OCT 2025	*PREVIOUS MONTH* OCT 2025 MONTHLY TOTAL
Collections Activities:								
I. Number of accounts cut for nonpayment:	32	19	47	43	141	35	67	267
II. Number of accounts restored for nonpayment:	31	22	35	38	126	32	58	232
III. Number of No water reports responded to:	0	1	2	1	4	1	1	5
IV. Number of Secure/Unsecure valve reports responded to:	0	2	3	3	8	2	3	13
V. Number of Verify reads responded to:	20	2	4	4	30	8	5	19
VI. Number of new pay plans negotiated for active accounts:	122	122	104	74	422	106	120	478
VII. Number of active pay plans negotiated and ongoing:	487	519	519	529		514	486	
VIII. Number of inactive accounts with a payment arrangement:	36	36	36	36		36	36	
IX. Number of broken payment plans:	74	47	62	40	223	56	55	220
Customer Service Activities (lobby visits):								
A. GBN Public Service Building – Fadian								
i. Total Customers Assisted:	167	152	193	117	629	157	171	685
ii. Total Abandoned Requests:	10	3	4	4	21	5	4	15
iii. Average Wait Time:	6 minutes	4 minutes	4 minutes	9 minutes		5.75 minutes	5.25 minutes	
iv. Average Service Time:	13 minutes	13 minutes	8 minutes	12 minutes		11.5 minutes	12 minutes	
v. Purpose of lobby visit:								
1. Apply for water:	61	47	51	29	188	47	43	172
2. Restore water cut for non payment:	6	4	15	8	33	8	8	32
3. Terminate Water:	8	15	12	11	46	12	15	59
4. Copy of Bill:	18	31	31	15	95	24	28	113
5. Billing Dispute:	32	51	34	29	146	37	40	160
6. Billing Dispute follow up:	0	1	0	2	3	1	2	9
7. General Questions & Other:	48	41	59	32	180	45	44	177
8. Report a water leak:	0	0	1	0	1	0	1	2
9. Report water theft:	0	0	0	0	0	0	0	0
10. Payment Arrangement:	20	17	24	6	67	17	18	71
B. Julale Satellite Office – Hagatna								
i. Total Customers Assisted:	182	153	188	101	624	156	185	741
ii. Total Abandoned Requests:	6	7	11	5	29	7	6	25
iii. Average Wait Time:	6 minutes	2 minutes	3 minutes	1 minutes		3 minutes	2 minutes	
iv. Average Service Time:	9 minutes	10 minutes	15 minutes	6 minutes		10 minutes	7.75 minutes	
v. Purpose of lobby visit:								
1. Apply for water:	38	21	40	17	116	29	35	138
2. Restore water cut for non payment:	4	1	0	7	12	3	9	36
3. Terminate Water:	7	9	14	1	31	8	12	46
4. Copy of Bill:	107	95	152	83	437	109	96	383
5. Billing Dispute:	71	48	54	28	201	50	49	197
6. Billing Dispute follow up:	1	0	3	1	5	1	2	8
7. General Questions & Other:	40	46	57	19	162	41	27	109
8. Report a water leak:	0	0	1	0	1	0	1	3
9. Report water theft:	0	0	0	0	0	0	0	0
10. Payment Arrangement:	17	17	19	9	62	16	23	91
C. Upper Tumon Satellite Office – Upper Tumon								
i. Total Customers Assisted:	239	257	249	197	942	236	268	1072
ii. Total Abandoned Requests:	11	5	11	8	35	9	6	23
iii. Average Wait Time:	14 minutes	5 minutes	6 minutes	6 minutes		7.75 minutes	4.75 minutes	
iv. Average Service Time:	14 minutes	13 minutes	16 minutes	13 minutes		14 minutes	13.5 minutes	
v. Purpose of lobby visit:								
1. Apply for water:	65	75	79	56	275	69	67	268
2. Restore water cut for non payment:	15	6	9	15	45	11	21	82
3. Terminate Water:	22	25	20	17	84	21	24	96
4. Copy of Bill:	26	79	83	53	241	60	55	220
5. Billing Dispute:	66	92	86	89	333	83	82	328
6. Billing Dispute follow up:	4	0	2	2	8	2	3	13
7. General Questions & Other:	69	53	58	47	227	57	60	240
8. Report a water leak:	0	0	0	0	0	0	0	1
9. Report water theft:	0	0	0	0	0	0	0	0
10. Payment Arrangement:	26	41	28	23	118	30	29	117

GWA Utility Services Division
Monthly Status Report
Month ending NOV 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 11/08/25	WEEK ENDING: 11/15/25	WEEK ENDING: 11/22/25	WEEK ENDING: 11/29/25	NOV 2025 MONTHLY TOTAL	WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* WEEKLY AVERAGE OCT 2025	*PREVIOUS MONTH* OCT 2025 MONTHLY TOTAL
Customer Service Activities (Electronic):								
i. Emails Recieved:								
1. customers@guamwaterworks.org:	132	105	86	41	364	91	122	486
Request type (email):								
a. Apply for water:	13	20	15	5	53	13	12	46
b. Terminate Water:	8	5	5	4	22	6	3	12
c. Copy of Bill:	1	5	4	1	11	3	2	6
d. Billing Dispute & follow up:	11	3	1	1	16	4	6	22
e. General Questions & Other:	2	67	60	28	157	39	95	379
f. Report a water leak:	0	2	0	0	2	1	1	2
g. Report water theft:	0	0	0	0	0	0	0	0
h. Online services inquiry:	7	3	1	2	13	3	5	19
2. gwaservesme@guamwaterworks.org (realtors/prop mgrs):	2	2	2	1	7	2	3	10
ii. Emails Replied (both):	100	113	81	56	350	88	101	404
iii. Online Portal:								
Request type (online portal):								
a. Start Service:	4	3	2	2	11	3	4	14
b. Stop Service:	1	0	3	1	5	1	2	7
c. Payment Plan:	3	8	1	0	12	3	3	11
d. Customer Information Updates:	0	0	0	0	0	0	1	5
e. Service Investigations:	3	1	0	4	8	2	2	8
f. Account Inquiries:	3	3	0	4	10	3	6	24
g. Technical Support:	1	0	1	0	2	1	1	4
h. Outages & Emergencies:	0	0	0	0	0	0	2	6
Call Center Activities:								
i. Calls Recieved:	888	584	576	491	2539	635	768	3070
ii. Calls Immediately Answered:	242	273	300	262	1077	269	308	1233
iii. Calls Abandoned:	18	14	20	15	67	17	15	60
iv. Calls Handled by Voice mail:	605	283	228	196	1312	328	420	1679
v. Average duration of call:	3 minutes	3 minutes	3 minutes	3 minutes		2.325 minutes	1.825 minutes	
vi. Breakdown by request type:								
1. Apply/Terminate info:	12	13	33	12	70	18	16	64
2. Automated Telphone Call:	0	0	0	3	3	1	1	4
3. Balance Inquiry:	29	49	56	39	173	43	29	116
4. Call Back:	5	8	16	19	48	12	7	27
5. Dispatch:	1	6	9	4	20	5	5	21
6. Dispute:	0	5	1	1	7	2	2	6
7. Follow-up:	8	23	18	22	71	18	17	67
8. General Questions & Other:	44	47	50	58	199	50	92	368
9. Route Calls to GWA Staff:	8	11	12	15	46	12	13	50
10. No Water:	3	3	4	2	12	3	13	52
11. Online/Phone App Help:	7	9	12	12	40	10	9	35
12. Pay by Phone:	15	19	19	9	62	16	16	65
13. Pay Plan:	35	47	47	32	161	40	44	174
14. Restore Non-payment:	11	10	18	20	59	15	24	95
15. Secure/Unsecure Valve:	6	4	4	7	21	5	7	26
16. Voice Mail:	30	48	42	37	157	39	69	276
17. Water leak:	3	1	6	5	15	4	3	11
vii. Social media responses:								
GWA Facebook Messenger:	0	2	2	2	6	2	5	18
GWA Facebeook Responsive Rate:	n/a	50%	100%	50%	2	67%	83%	
Total number of Facebook visits:	889	825	715	400	2829	707	2342	9366
Total number of Instagram profile visits:	115	161	101	383	760	126	398	1262
Bill Dispute & Resolution Activities:								
i. Dispute Resolution:								
1. Number of disputed accounts resolved:	0	1	4	2	7	2	2	6
2. Number of disputed accounts under review:	910	912	919	923		916	906	
Data Entry of Completed Field work in CIS:								
i. Document Control:								
1. Number of field activities posted:	4	39	107	38	188	47	22	89
2. Number of field activities pending:	0	0	0	0	0	0	13	50

GWA Utility Services Division
Monthly Status Report
Month ending NOV 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 11/08/25	WEEK ENDING: 11/15/25	WEEK ENDING: 11/22/25	WEEK ENDING: 11/29/25	NOV 2025 MONTHLY TOTAL	WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* WEEKLY AVERAGE OCT 2025	*PREVIOUS MONTH* OCT 2025 MONTHLY TOTAL
Field Response Activities:								
I. Number of field activities assigned:	249	398	371	637	1655	414	324	1296
II. Number of field activities completed:	262	275	339	197	1073	268	305	1220
III. Number of field activities pending field action:	21	160	90	168		110	44	
Meter Reading Activities:								
I. Number of meters read:								
A. Electronically Read Meters:	7963	10682	12577	4956	36178	9045	8244	32975
B. Manually Read Meters:	1100	1570	1389	433	4492	1123	1145	4581
i. Unread meters (Meters scheduled but not read):	6	10	31	2	49	12	5	19
ii. Number of data logs received:	19	24	39	37	119	30	31	125
iii. Number of data logs retrieved:	1	3	1	108	113	28	35	139
iv. Number of data logs pending field action:	0	0	0	6	6	2	0	0
v. Communication Errors/Reprogramming requests:	0	5	0	0	5	1	3	13
vi. Number of estimated readings (for the week):	5	7	11	8	31	8	5	19
vii. Reasons for Estimations:								
1. Cant locate meter:	1	4	4	1	10	3	1	2
2. Temporary Obstruction:	0	0	5	0	5	1	1	3
3. Vicious Dog:	0	0	1	4	5	1	1	2
4. Flooded meter:	1	0	0	0	1	0	1	5
5. Corrective action to database requested:	2	2	1	3	8	2	2	6
6. Possible changed out meter:	1	1	0	0	2	1	0	1
7. Communication/Programming error (code 92's):	0	0	0	0	0	0	0	0
8. Other:	0	0	0	0	0	0	0	0
a. Leaks detected on customer's private line:	912	1348	1597	501	4358	1090	964	3854
b. Reverse Flow Detected:	111	236	326	137	810	203	441	1763
c. No Usage Detected:	337	405	543	283	1568	392	338	1350
d. Tamper Code:	23	36	44	21	124	31	20	79
C. Electronic Read Percentage:	87.86%	87.19%	90.05%	91.97%		88.37%	87.56%	
Illegal Connection & Unauthorized Use of Water Activities:								
I. Number of Inactive Still Consuming Reports rec'd & investigated:	1	2	1	1	5	1	0	0
II. Number of Illegal Connection reports rec'd & investigated:	0	1	0	0	1	0	1	3

Process for notifying customers with leak alert or high consumption:
-->If a customer registers 24 hours of continuous water usage within 7 days or their meter read then a leak alert is generated.
-->If a customer has a 50% increase in water usage compared to the previous months total volume of water consumed then a high consumption alert is generated.

If an alert is generated for a customer then an SMS, E-mail and automated phone call it sent to customers with valid mobile, land line number and E-mail address.
If the customer does not have a valid mobile, land line number or E-mail address then a letter is genertated and sent to the billing address.

Customer Leaks and High Usage Alert Notifications:								
High Use Alert Only Total:	**537**	**1131**	**1410**	**647**	**3725**	**931**	**900**	**3601**
SMS	115	267	334	150	866	217	209	834
EMAIL	122	252	311	152	837	209	200	798
DIALER	150	305	382	172	1009	252	245	980
LETTER	150	307	383	173	1013	253	247	989
Leak Alerts Only Total:	**303**	**2051**	**4864**	**1645**	**8863**	**2216**	**2449**	**9797**
SMS	61	649	1527	501	2738	685	767	3067
EMAIL	73	631	1493	518	2715	679	757	3027
DIALER	84	768	1840	626	3318	830	922	3688
LETTER	85	3	4	0	92	23	4	15
Leak & High Use Alerts Only Total:	**303**	**489**	**735**	**332**	**1859**	**465**	**421**	**1684**
SMS	61	115	177	72	425	106	98	391
EMAIL	73	114	159	78	424	106	93	371
DIALER	84	130	199	91	504	126	115	460
LETTER	85	130	200	91	506	127	116	462

Lead Inventory Project/My Private Plumbing Activity:								
Emails received:	0	0	0	0	0	0	0	0
Customer Service Online Inquiries/Responses received:	0	0	0	0	0	0	0	0
Customer Call Center calls received:	0	0	0	0	0	0	0	0
Number of premises confirmed:	0	0	0	0	0	0	0	0

GWA Utility Services Division
Monthly Status Report
Month ending DEC 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 12/06/25	WEEK ENDING: 12/13/25	WEEK ENDING: 12/20/25	WEEK ENDING: 12/27/25	WEEK ENDING: 01/03/26	DEC 2025 MONTHLY TOTAL	WEEKLY AVERAGE DEC 2025	*PREVIOUS MONTH* WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* NOV 2025 MONTHLY TOTAL
Collections Activities:									
I. Number of accounts cut for nonpayment:	77	46	21	23	6	173	35	35	141
II. Number of accounts restored for nonpayment:	57	43	25	11	17	153	31	32	126
III. Number of No water reports responded to:	1	1	0	1	2	5	1	1	4
IV. Number of Secure/Unsecure valve reports responded to:	1	4	6	0	5	16	3	2	8
V. Number of Verify reads responded to:	8	4	6	6	8	32	6	8	30
VI. Number of new pay plans negotiated for active accounts:	123	101	90	45	72	431	86	106	422
VII. Number of active pay plans negotiated and ongoing:	449	451	458	430	393		436	514	
VIII. Number of inactive accounts with a payment arrangement:	36	36	36	36	36		36	36	
IX. Number of broken payment plans:	103	54	45	50	70	322	64	56	223
Customer Service Activities (lobby visits):									
A. GBN Public Service Building – Fadian									
i. Total Customers Assisted:	203	149	157	66	156	731	146	157	629
ii. Total Abandoned Requests:	18	1	2	0	8	29	6	5	21
iii. Average Wait Time:	9 minutes	4 minutes	4 minutes	1 minutes	6 minutes		4.8 minutes	5.75 minutes	
iv. Average Service Time:	10 minutes	9 minutes	10 minutes	7 minutes	10 minutes		9.2 minutes	11.5 minutes	
v. Purpose of lobby visit:									
1. Apply for water:	54	46	46	22	48	216	43	47	188
2. Restore water cut for non payment:	6	3	4	1	1	15	3	8	33
3. Terminate Water:	12	13	9	4	18	56	11	12	46
4. Copy of Bill:	33	31	24	19	34	141	28	24	95
5. Billing Dispute:	59	48	51	17	29	204	41	37	146
6. Billing Dispute follow up:	1	1	2	1	0	5	1	1	3
7. General Questions & Other:	46	28	32	10	36	152	30	45	180
8. Report a water leak:	0	1	1	0	2	4	1	0	1
9. Report water theft:	0	0	0	0	0	0	0	0	0
10. Payment Arrangement:	21	11	11	2	9	54	11	17	67
B. Julale Satellite Office – Hagatna									
i. Total Customers Assisted:	232	215	224	80	178	929	186	156	624
ii. Total Abandoned Requests:	12	16	11	0	10	49	10	7	29
iii. Average Wait Time:	3 minutes	3 minutes	4 minutes	2 minutes	3 minutes		3 minutes	3 minutes	
iv. Average Service Time:	7 minutes	6 minutes	9 minutes	5 minutes	6 minutes		6.6 minutes	10 minutes	
v. Purpose of lobby visit:									
1. Apply for water:	37	41	41	15	22	156	31	29	116
2. Restore water cut for non payment:	14	6	9	3	8	40	8	3	12
3. Terminate Water:	17	11	15	3	8	54	11	8	31
4. Copy of Bill:	119	137	135	50	110	551	110	109	437
5. Billing Dispute:	68	52	56	19	47	242	48	50	201
6. Billing Dispute follow up:	0	1	1	0	1	3	1	1	5
7. General Questions & Other:	69	75	42	18	48	252	50	41	162
8. Report a water leak:	1	1	1	0	0	3	1	0	1
9. Report water theft:	0	0	0	0	0	0	0	0	0
10. Payment Arrangement:	15	24	23	7	11	80	16	16	62
C. Upper Tumon Satellite Office – Upper Tumon									
i. Total Customers Assisted:	343	277	267	167	197	1251	250	236	942
ii. Total Abandoned Requests:	20	15	14	7	7	63	13	9	35
iii. Average Wait Time:	9 minutes	8 minutes	7 minutes	7 minutes	6 minutes		7.4 minutes	7.75 minutes	
iv. Average Service Time:	12 minutes	12 minutes	15 minutes	13 minutes	13 minutes		13 minutes	14 minutes	
v. Purpose of lobby visit:									
1. Apply for water:	108	74	86	43	57	368	74	69	275
2. Restore water cut for non payment:	20	22	8	3	5	58	12	11	45
3. Terminate Water:	29	20	24	12	17	102	20	21	84
4. Copy of Bill:	80	71	98	85	63	397	79	60	241
5. Billing Dispute:	100	120	86	69	79	454	91	83	333
6. Billing Dispute follow up:	3	1	1	1	0	6	1	2	8
7. General Questions & Other:	72	70	70	34	34	280	56	57	227
8. Report a water leak:	0	0	0	0	0	0	0	0	0
9. Report water theft:	0	0	0	0	0	0	0	0	0
10. Payment Arrangement:	35	39	20	25	26	145	29	30	118

GWA Utility Services Division
Monthly Status Report
Month ending DEC 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 12/06/25	WEEK ENDING: 12/13/25	WEEK ENDING: 12/20/25	WEEK ENDING: 12/27/25	WEEK ENDING: 01/03/26	DEC 2025 MONTHLY TOTAL	WEEKLY AVERAGE DEC 2025	*PREVIOUS MONTH* WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* NOV 2025 MONTHLY TOTAL
Customer Service Activities (Electronic):									
i. Emails Recieved:									
1. customers@guamwaterworks.org:	131	121	124	57	85	518	104	91	364
Request type (email):									
a. Apply for water:	23	20	24	11	10	88	18	13	53
b. Terminate Water:	16	9	5	2	7	39	8	6	22
c. Copy of Bill:	2	3	1	0	2	8	2	3	11
d. Billing Dispute & follow up:	3	2	2	0	1	8	2	4	16
e. General Questions & Other:	82	72	74	36	53	317	63	39	157
f. Report a water leak:	1	2	1	0	1	5	1	1	2
g. Report water theft:	0	0	0	0	0	0	0	0	0
h. Online services inquiry:	4	13	17	8	11	53	11	3	13
2. gwaservesme@guamwaterworks.org (realtors/prop mgrs):	2	2	1	1	2	8	2	2	7
ii. Emails Replied (both):	105	105	104	62	79	455	91	88	350
iii. Online Portal:									
Request type (online portal):									
a. Start Service:	1	3	2	2	2	10	2	3	11
b. Stop Service:	4	1	3	1	2	11	2	1	5
c. Payment Plan:	3	3	4	2	1	13	3	3	12
d. Customer Information Updates:	0	0	0	1	1	2	0	0	0
e. Service Investigations:	0	1	0	1	1	3	1	2	8
f. Account Inquiries:	3	7	4	1	4	19	4	3	10
g. Technical Support:	1	0	3	1	3	8	2	1	2
h. Outages & Emergencies:	0	0	1	0	0	1	0	0	0
Call Center Activities:									
i. Calls Recieved:	834	825	745	400	715	3519	704	635	2539
ii. Calls Immediately Answered:	393	335	394	193	280	1595	319	269	1077
iii. Calls Abandoned:	16	18	18	16	15	83	17	17	67
iv. Calls Handled by Voice mail:	414	423	300	173	390	1700	340	328	1312
v. Average duration of call:	3 minutes	3 minutes	3 minutes	3 minutes	3 minutes		2.46 minutes	2.325 minutes	
vi. Breakdown by request type:									
1. Apply/Terminate info:	28	13	18	6	11	76	15	18	70
2. Automated Telphone Call:	0	5	2	1	0	8	2	1	3
3. Balance Inquiry:	60	56	84	36	57	293	59	43	173
4. Call Back:	32	9	15	6	15	77	15	12	48
5. Dispatch:	7	5	6	1	3	22	4	5	20
6. Dispute:	5	2	3	1	1	12	2	2	7
7. Follow-up:	21	14	28	17	16	96	19	18	71
8. General Questions & Other:	57	58	59	27	54	255	51	50	199
9. Route Calls to GWA Staff:	22	8	14	3	3	50	10	12	46
10. No Water:	3	5	9	2	1	20	4	3	12
11. Online/Phone App Help:	15	50	59	35	35	194	39	10	40
12. Pay by Phone:	31	32	31	17	27	138	28	16	62
13. Pay Plan:	55	34	41	22	31	183	37	40	161
14. Restore Non-payment:	26	27	8	5	10	76	15	15	59
15. Secure/Unsecure Valve:	9	5	11	8	9	42	8	5	21
16. Voice Mail:	76	119	53	51	103	402	80	39	157
17. Water leak:	3	3	4	1	6	17	3	4	15
vii. Social media responses:									
GWA Facebook Messenger:	1	0	4	2	1	8	2	2	6
GWA Facebeook Responsive Rate:	100%	N/A	40%	50%	50%		47%	67%	2
Total number of Facebook visits:	620	705	462	526	542	2855	571	707	2829
Total number of Instagram profile visits:	309	157	89	82	91	728	159	126	760
Bill Dispute & Resolution Activities:									
i. Dispute Resolution:									
1. Number of disputed accounts resolved:	3	1	0	0	0	4	1	2	7
2. Number of disputed accounts under review:	929	936	942	943	948		940	916	
Data Entry of Completed Field work in CIS:									
i. Document Control:									
1. Number of field activities posted:	5	10	1	0	33	49	10	47	188
2. Number of field activities pending:	0	0	0	0	0	0	0	0	0

GWA Utility Services Division
Monthly Status Report
Month ending DEC 2025

FY2026 UTILITY SERVICES DIVISION ACTIVITIES	WEEK ENDING: 12/06/25	WEEK ENDING: 12/13/25	WEEK ENDING: 12/20/25	WEEK ENDING: 12/27/25	WEEK ENDING: 01/03/26	DEC 2025 MONTHLY TOTAL	WEEKLY AVERAGE DEC 2025	*PREVIOUS MONTH* WEEKLY AVERAGE NOV 2025	*PREVIOUS MONTH* NOV 2025 MONTHLY TOTAL
Field Response Activities:									
I. Number of field activities assigned:	516	457	367	163	377	1880	376	414	1655
II. Number of field activities completed:	477	272	489	109	246	1593	319	268	1073
III. Number of field activities pending field action:	122	62	114	55	63		83	110	
Meter Reading Activities:									
I. Number of meters read:									
A. Electronically Read Meters:	5509	7188	15853	7488	172	36210	7242	9045	36178
B. Manually Read Meters:	1019	1640	2149	1513	322	6643	1329	1123	4492
i. Unread meters (Meters scheduled but not read):	13	8	16	65	4	106	21	12	49
ii. Number of data logs received:	33	19	25	14	30	121	24	30	119
iii. Number of data logs retrieved:	17	6	0	1	97	121	24	28	113
iv. Number of data logs pending field action:	0	0	0	0	0	0	0	2	6
v. Communication Errors/Reprogramming requests:	2	2	6	2	4	16	3	1	5
vi. Number of estimated readings (for the week):	5	7	12	41	2	67	13	8	31
vii. Reasons for Estimations:									
1. Cant locate meter:	3	0	5	12	1	21	4	3	10
2. Temporary Obstruction:	0	1	2	8	0	11	2	1	5
3. Vicious Dog:	0	1	2	8	0	11	2	1	5
4. Flooded meter:	1	1	0	10	0	12	2	0	1
5. Corrective action to database requested:	1	2	2	3	1	9	2	2	8
6. Possible changed out meter:	0	2	1	0	0	3	1	1	2
7. Communication/Programming error (code 92's):	0	0	0	0	0	0	0	0	0
8. Other:	0	0	0	0	0	0	0	0	0
a. Leaks detected on customer's private line:	594	937	2073	836	28	4468	894	1090	4358
b. Reverse Flow Detected:	22	86	168	89	0	365	73	203	810
c. No Usage Detected:	256	272	597	423	25	1573	315	392	1568
d. Tamper Code:	19	10	46	38	2	115	23	31	124
C. Electronic Read Percentage:	84.39%	81.42%	88.06%	83.19%	34.82%		84.27%	88.37%	
Illegal Connection & Unauthorized Use of Water Activities:									
I. Number of Inactive Still Consuming Reports rec'd & investigated:	0	0	0	0	0	0	0	1	5
II. Number of Illegal Connection reports rec'd & investigated:	0	2	1	0	3	6	1	0	1

Process for notifying customers with leak alert or high consumption:
-->If a customer registers 24 hours of continuous water usage within 7 days or their meter read then a leak alert is generated.
-->If a customer has a 50% increase in water usage compared to the previous months total volume of water consumed then a high consumption alert is generated.

If an alert is generated for a customer then an SMS, E-mail and automated phone call it sent to customers with valid mobile, land line number and E-mail address.
If the customer does not have a valid mobile, land line number or E-mail address then a letter is genertated and sent to the billing address.

Customer Leaks and High Usage Alert Notifications:									
High Use Alert Only Total:	**324**	**674**	**1298**	**714**	**1211**	**4221**	**844**	**931**	**3725**
SMS	73	154	306	167	283	983	197	217	866
EMAIL	72	154	281	160	273	940	188	209	837
DIALER	89	182	354	193	327	1145	229	252	1009
LETTER	90	184	357	194	328	1153	231	253	1013
Leak Alerts Only Total:	**687**	**1652**	**3735**	**2367**	**1915**	**10356**	**2417**	**2216**	**8863**
SMS	208	515	1187	746	598	3254	651	685	2738
EMAIL	221	517	1142	725	597	3202	640	679	2715
DIALER	258	614	1405	890	719	3886	777	830	3318
LETTER	0	6	1	6	1	14	3	23	92
Leak & High Use Alerts Only Total:	**105**	**303**	**521**	**334**	**359**	**1622**	**379**	**465**	**1859**
SMS	22	73	118	81	83	377	75	106	425
EMAIL	25	66	120	75	82	368	74	106	424
DIALER	29	82	141	89	97	438	88	126	504
LETTER	29	82	142	89	97	439	88	127	506

Lead Inventory Project/My Private Plumbing Activity:									
Emails received:	0	0	0	0	0	0	0	0	0
Customer Service Online Inquiries/Responses received:	0	0	0	0	0	0	0	0	0
Customer Call Center calls received:	0	0	0	0	0	0	0	0	0
Number of premises confirmed:	0	0	0	0	0	0	0	0	0

Highlights of Customer Care Section Operations –November 2025

- Nonpayment terminations were significantly lower in the month of Nov 2025 due to the fewer number of working days and holidays @ 141 total nonpayment terminations as compared to Oct 2025 total of 267.
- 11% of the total active payment plans in the month of Nov 2025 were broken which compares identically to Oct 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 942 total customers assisted in the month of Nov 2025, down slightly from Oct 2025 @ 1072. This is also likely the result of fewer work days in Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
    - 6 minutes = Gloria B Nelson Public Service Bldg Fadian
    - 3 minutes = GPWA Julale Satelitte Office Hagatna
    - 8 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows:
    - 12 minutes = Gloria B Nelson Public Service Bldg Fadian
    - 10 minutes = GPWA Julale Satelitte Office Hagatna
    - 14 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 496 emails were received and responded to in Nov 2025, which is higher than Oct 2025 @ 371.
- A total of 1077 phone calls were responded to in Nov 2025, down from 1233 in Oct 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Nov 2025 is 88.3% slightly higher than Oct 2025 @ 87.5%
- No activity on the lead inventory project in Nov 2025.

Highlights of Customer Care Section Operations – December 2025

- Nonpayment terminations were higher than Nov 2025 @ 173 as compared to Nov 2025 @ 141.
- There were a total of 322 broken payment plans in Dec 2025 as compared to 223 in Nov 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 1251 for the month of Dec 2025 as compared to 942 total customers assisted in the month of Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
    - 5 minutes = Gloria B Nelson Public Service Bldg Fadian
    - 3 minutes = GPWA Julale Satelitte Office Hagatna
    - 7 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows.
    - 9 minutes = Gloria B Nelson Public Service Bldg Fadian
    - 7 minutes = GPWA Julale Satelitte Office Hagatna
    - 13 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 455 emails were received and responded to in Dec 2025, slightly fewer than Nov 2025 @ 496 emails.
- A total of 1595 phone calls were responded to in Dec 2025 as compared to 1077 phone calls in Nov 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Dec 2025 is 84.2%, lower than Nov 2025 @ 88.3%.
- No activity on the lead inventory project in Dec 2025.

GUAM WATERWORKS AUTHORITY

Engineering Monthly Report
December 2025

Prepared by:

Brett Railey, P.E.
Assistant General Manager of Engineering

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This Engineering Report summarizes activities for the month of November 2025.

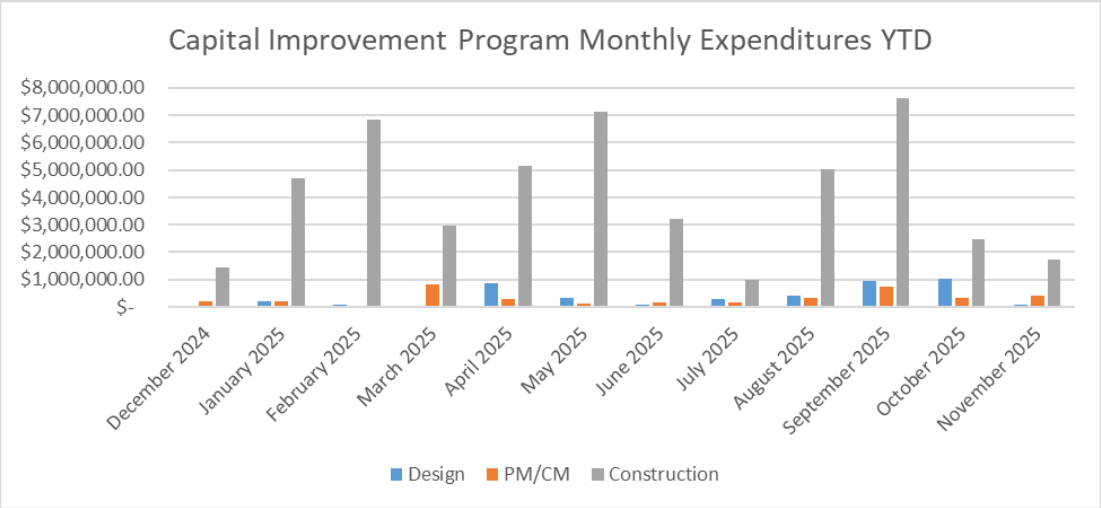
A. CIP Encumbrances

Engineering Encumbrances by Work Type				
Month	**Design**	**PM/CM**	**Construction**	**Month Total**
December 2024	$ -	$ 2,190,147.00	$ 6,379,180.78	**$ 8,569,327.78**
January 2025	$ 4,479,746.00	$ 3,786,806.57	-$ 793,296.88	**$ 7,473,255.69**
February 2025	$ -	$ -	$ -	**$ -**
March 2025	$ -	$ -	$ 879,599.50	**$ 879,599.50**
April 2025	$ 752,022.00	$ -	$ 25,034,532.88	**$ 25,786,554.88**
May 2025	$ 166,499.00	$ -	$ 56,178.66	**$ 222,677.66**
June 2025	$ -	$ 587,750.00	$ 154,231.54	**$ 741,981.54**
July 2025	$ -	$ -	$ 1,784,913.72	**$ 1,784,913.72**
August 2025	$ 6,861,946.25	$ -	$ 199,777.11	**$ 7,061,723.36**
September 2025	$ 2,521,420.10	$ 152,317.00	$ 6,047,033.38	**$ 8,720,770.48**
October 2025	$ 524,131.20	$ -	$ 84,186.32	**$ 608,317.52**
November 2025	$ 932,381.00	$ 273,352.00	$ 112,901.13	**$ 1,318,634.13**
Total	**$ 16,238,145.55**	**$ 6,990,372.57**	**$ 39,939,238.14**	**$ 63,167,756.26**

Engineering Encumbrances by Funding Type				
Month	**Bond**	**Grant**	**Other**	**Month Total**
December 2024	$ 206,069.23	$ 8,363,258.55	$ -	**$ 8,569,327.78**
January 2025	$ 6,955,871.69	$ 517,384.00	$ -	**$ 7,473,255.69**
February 2025	$ -	$ -	$ -	**$ -**
March 2025	$ 879,599.50	$ -	$ -	**$ 879,599.50**
April 2025	$ 7,802.70	$ 25,778,752.18	$ -	**$ 25,786,554.88**
May 2025	$ 222,677.66	$ -	$ -	**$ 222,677.66**
June 2025	$ 741,981.54	$ -	$ -	**$ 741,981.54**
July 2025	-$ 214,769.08	$ 1,999,682.80	$ -	**$ 1,784,913.72**
August 2025	$ 5,977,478.12	$ 1,084,245.24	$ -	**$ 7,061,723.36**
September 2025	$ 6,199,350.38	$ 2,521,420.10	$ -	**$ 8,720,770.48**
October 2025	$ 568,618.52	$ 39,699.00	$ -	**$ 608,317.52**
November 2025	$ 1,300,283.55	$ 18,350.58	$ -	**$ 1,318,634.13**
Total	**$ 22,844,963.81**	**$ 40,322,792.45**	**$ -**	**$ 63,167,756.26**

B. CIP Expenditures

Capital Improvement Project Monthly Expenditures				
Month	**Design**	**PM/CM**	**Construction**	**Month Total**
December 2024	$ -	$ 200,163.60	$ 1,461,892.49	**$ 1,662,056.09**
January 2025	$ 223,726.25	$ 190,427.32	$ 4,712,363.17	**$ 5,126,516.74**
February 2025	$ 87,768.00	$ 44,520.86	$ 6,843,569.34	**$ 6,975,858.20**
March 2025	$ 23,155.00	$ 836,869.10	$ 2,951,212.75	**$ 3,811,236.85**
April 2025	$ 873,472.46	$ 298,653.93	$ 5,155,719.69	**$ 6,327,846.08**
May 2025	$ 341,799.48	$ 123,434.72	$ 7,124,499.74	**$ 7,589,733.94**
June 2025	$ 63,669.54	$ 164,297.23	$ 3,215,114.11	**$ 3,443,080.88**
July 2025	$ 292,640.44	$ 160,605.65	$ 990,699.91	**$ 1,443,946.00**
August 2025	$ 400,928.84	$ 325,359.29	$ 5,022,286.88	**$ 5,748,575.01**
September 2025	$ 932,746.90	$ 747,008.37	$ 7,606,464.12	**$ 9,286,219.39**
October 2025	$ 1,035,742.81	$ 347,195.62	$ 2,486,673.50	**$ 3,869,611.93**
November 2025	$ 69,722.47	$ 432,834.53	$ 1,714,349.84	**$ 2,216,906.84**
Total	**$ 4,345,372.19**	**$ 3,871,370.22**	**$ 49,284,845.54**	**$ 57,501,587.95**



C. Water Capital Improvement Projects (CIP)

I. Court Order Projects Summary

1) There have been 12 new concrete reservoirs constructed and 12 steel reservoirs repaired to date.

Concrete Reservoirs	Steel Reservoirs
Barrigada No. 1, No. 2	Santa Ana No. 2
Chaot No. 1, No. 2	Mangilao No. 1, No. 2
Agana Heights No. 1	Astumbo No. 1
Tumon No. 1	Yigo No. 3
Barrigada Heights No. 1	Agat-Umatac
Yigo No. 1, No. 2	Windward Hills
Astumbo No. 2	Santa Ana No. 1
Santa Rosa No. 2	Upper Nimitz, Lower Nimitz
Sinifa No. 2	Kaiser
	Pigua Merizo

1) There are a total of four (4) steel reservoirs remaining to be rehabilitated by December 2025. Three (3) steel reservoirs (Santa Rosa No. 1, Sinifa No. 1 and Umatac Subdivision) are currently under repair. Umatac Subdivision tank placed online 8/30, but was taken back offline due to leaking drain line pending additional repairs. Umatac Subdivision will be back online next week. The Pigua Merizo repairs were completed and the tank placed online Sept. 12. The final tank repair work for Malojloj reservoir had to be re-bid. One bid was received and GWA is finalizing the construction contract for this work.

2) There are 3 new concrete reservoirs (Tamuning No. 2, Manenggon No. 2, and Ugum No. 2) that need to be constructed by December 2025. All three sites have started construction. The Tamuning No. 2 is anticipated to be completed by the end of 2025. The contractor reports Manenggon No. 2 will also be completed by the end of 2025, however it appears likely that some additional time may be required. The Ugum No. 2 reservoir will require additional time to complete – US EPA has been notified.

II. The project status of the Water CIP that are currently in construction is shown in Table II.

III. The project status of the Water CIP that are currently in design is shown in Table III.

Table II. Project Status of Water CIP that are currently in construction

Project No.	Project Name	Start	Expected Completion	Project Status
Water CIP Construction				
IFB-01-ENG-2023	**Tamuning, Manenggon***	1/22/2024	6/2025	Project ongoing, negotiation with contractor for time extension.
IFB-02-ENG-2019	**Pressure Zone Realignment Phase 1**	4/2/2020	9/2025	Project completed
IFB-02-ENG-2019	**Pressure Zone Realignment Phase 2**	7/1/2024	6/2026	Project ongoing
IFB-06-ENG-2023	**Ugum Reservoir No.2**	2/3/2024	12/2025	Project ongoing
IFB-06-ENG-2019	**Tank Repair/Bypass**			
	Kaiser	10/1/2023	1/2025	Tank in service
	Astumbo No.2	11/1/2022	10/2024	Tank online, pending testing and commissioning.
	Upper (10,000 gallon) and Lower Nimitz (3000 gallon)	12/1/2023	8/2024	Tank in service
	Pigua	8/1/2023	1/2025	Disinfection ongoing
	Malojloj	9/2025		Contract phase
	Umatac Subdivision	9/2024	8/2025	Tank in service
IFB-05-ENG-2023	**Ugum Water Treatment Plant Rehabilitation**	2/5/2024	2/2026	Project ongoing
IFB-01-ENG-2019	**Santa Rosa Concrete Tank (1 MG) & New Santa Rosa BPS**	9/30/2019	9/2024	Santa Rosa Concrete Tank online. Santa Rosa BPS work ongoing.
IFB-01-ENG-2019	**Santa Rosa Steel Tank Repair**	5/1/2024	9/2025	Steel tank repair work ongoing.
IFB-01-ENG-2019	**Sinifa Steel Tank Repair**	7/1/2024	8/2025	Steel tank repair work ongoing.
IFB-01-ENG-2024	**Deep Well A-23 & A-25 GAC Filter**	8/1/2024	10/2026	Project ongoing

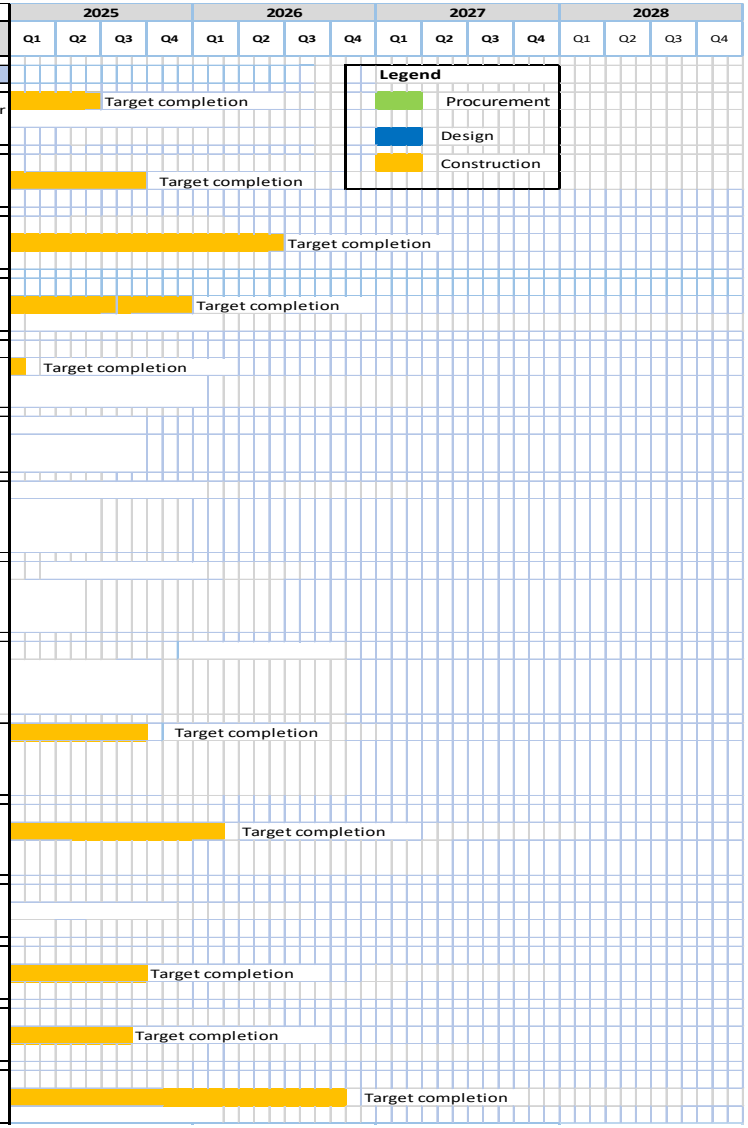
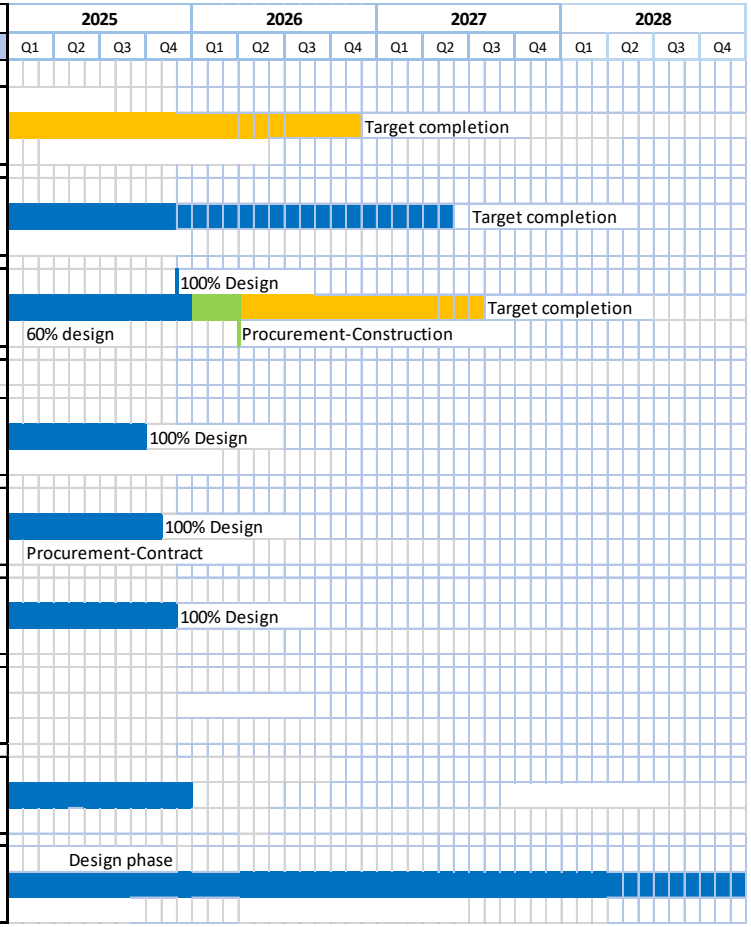


Table III. Project Status of Water CIP that currently in Design

Water CIP Design				
RFP-04-ENG-2019	**Deep Wells D-17, Y-15, M-4 GAC Systems**	9/1/2025	11/2026	Contract phase
RFP-04-ENG-2024	**Deep Wells: Emerging Contaminants Water Treatment**	9/1/2025	5/2027	Contract phase
RFP-03-ENG-2018	**Pressure Zone Realignment Phase 1-5**	8/16/2018	12/2025	Phase 3 60% design and targeting 100% design by January 2025
	Water Loss Program			
RFP-03-ENG-2022	**General Pipe Replacement**	6/1/2024	6/2026	30% design and BOD for Talofofo
RFP-04-ENG-2022	**ACP Pipe Replacement**	7/1/2024	6/2026	60% design
RFP-07-ENG-2022	**District Meter Areas (DMA)**	8/1/2024	12/2025	60% design
RFP-01-ENG-2022	**Undersize Pipe Replacement**	8/1/2024	11/2025	Contract phase
RFP-03-ENG-2023	**Waterline Replment' at Various Bridges**	2/22/2024	12/2025	Basis of Design completed, pending Change Order to include additional sites
RFP-06-ENG-2023	**Santa Rita Springs Design RFP**	9/2025	6/2029	Contract phase



D. Wastewater Capital Improvement Projects (CIP)

I. Consent Decree Projects Summary

1) There are four (4) Capacity Assurance Projects in assessment and design:
    a) Route 12 at Route 2 in Agat (approximately 1 mile)
    b) Barrigada Pump station sewer lines along Route 10 (approximately 1 mile)
    c) Route 1 Dededo (approximately 4 miles)
    d) Route 4 Merizo (approximately 3 miles)

    NTP for Task orders for the assessment, design, and construction management work were issued in January 2025, and assessments and design are currently ongoing.

2) There are three (3) Pump Station Priority Projects that are required for GWA to complete all necessary improvements within the next two (2) or three (3) years from the Effective Date of the Partial Consent Decree:
    a) Ypao (3 years)
    b) Hagatna Main (2 years)
    c) Mamajanao (3 years)

    Hagatna Main Pump Station IFB was advertised February 27, 2025, and bid opening was conducted on April 11, 2025. This IFB received one bid proposal at over 240% if the Engineer's Estimate. Due to single bidder and restrictive time limits, we have moved into sole source negotiations with the single bidder, and negotiations are in progress.

    Mamajanao and Ypao Pump Station assessments were conducted in March and April 2025 and finalizing a Basis of Design. Next step will be to move into 60% design to accelerate timeline and enter bidding by March 2026.

3) Engineering is working with Operations to complete assessment of the gravity lines to determine which existing gravity lines are rated as acute defects. It is a compliance requirement that the repair of the acute defects be completed within 18 months of the effective date if work is performed by GWA Operations, or within 24 months of the effective date of the partial consent decree if the work is performed by a third-party contractor. To achieve these goals, Operations is currently working through acute defect repairs they can do in-house, while we are using our Task Orders to assess and address acute defects that require third-party contractors.

4) There are three (3) Tier 1 pump stations out of 23 that are in design as part of a separate design task order or RFP. Design and CM contracts for the Northern and Southern Sewer Transmission Systems were signed in August 2025 and assessments started for the remaining 20 Tier 1 pump stations in October. Both A/E firms will have staff on island in January and February 2026 to continue assessments started in October.

5) The Effective Date of the Partial Consent Decree is August 9th, 2024.

II. **The project status of the Wastewater CIP that is currently in construction is shown in Table IV.**

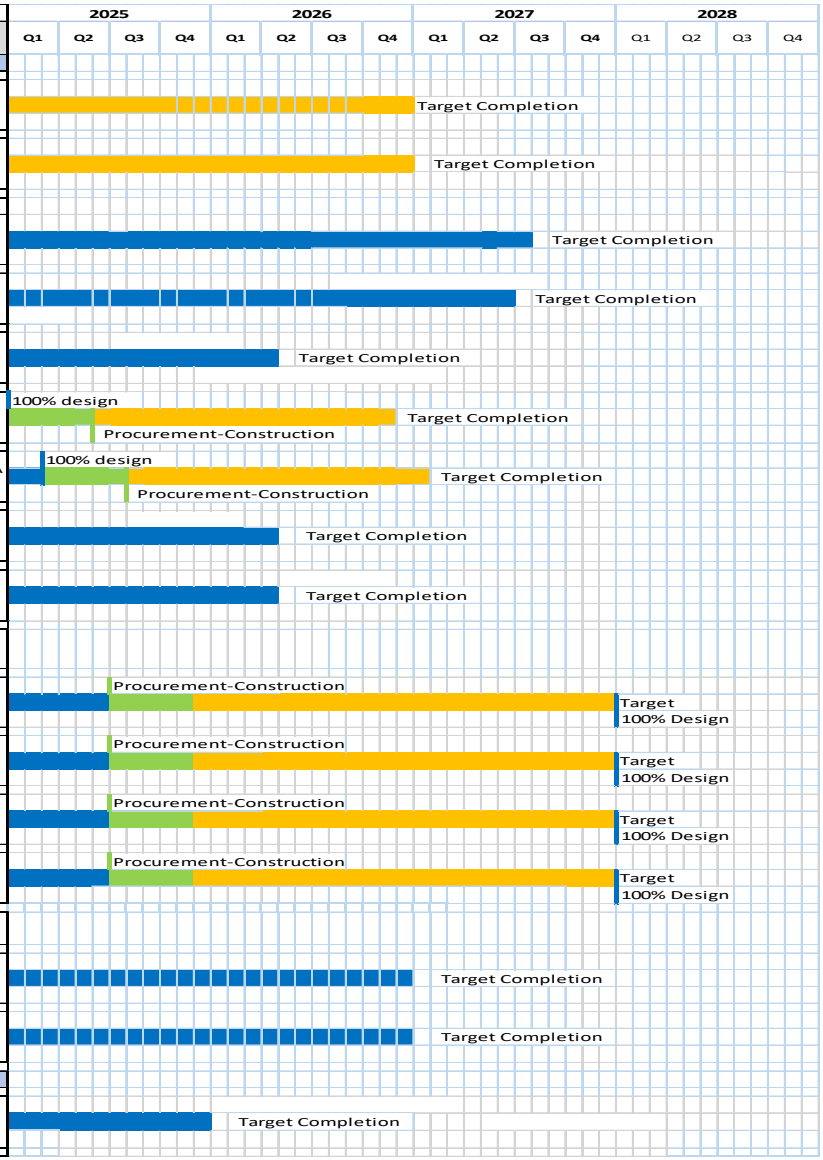
III. **The project status of the Wastewater CIP that is currently in design is shown in Table V.**

E. Electrical & Capital Improvement Projects (CIP)

Refer to Table VI f**or projects status of the Electrical & Capital Improvement Projects.** Pago Bay Waterline Replacement is a Water CIP but it is currently being managed under the Electrical & Capital Improvement Projects.

Table IV. Wastewater CIP that are currently in Design are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Wastewater CIP Design & CM				
RFP-02-ENG-2024	**Adacao Water & Sewer Infrastructure -CM/PM**	11/30/2024	12/30/2026	Currently negotiation phase
RFP-09-ENG-2022	**Adacao Water & Sewer Infrastructure**	6/3/2024	12/31/2026	100% design pending comments
RFP-01-ENG-2020	**Dungca Beach Sewer Line Relocation**			
	Phase I Trankilo Street	4/26/2021	7/5/2026	Design, environmental assessment ongoing
	Phase II Lagoon Drive	4/26/2021	6/30/2027	60% design. Awaiting utility easement verification
RFP-03-ENG-2020	**Fujita SPS Redundant Force Main**	10/5/2022	4/2026	30% design
RFP-02-ENG-2020	**Hagatna Main SPS Redundant Force Main**	4/7/2021	12/2025	Pump station design complete. Forcemain design 60%
RFP-08-ENG-2021	**Hagatna Wastewater Treatment Plant Causeway and Facility Structure Analysis**	4/2/2021	1/2026	30% design, waiting cost proposal for SCADA implemetation
RFP-05-ENG-2023	**Fats, Oils, Grease Receiver Station Design**	7/1/2024	4/2026	30% design
RFP-09-ENG-2022	**Gil Breeze Subdivision Water and Sewer**	11/1/2024	4/2026	30% design; negotiating property for pump stations
RFP-06-ENG-2022	**IDIQ Island-wide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Design-Consent Decree Capacity Assurance Projects**			
	Route 12 at Route 2, Agat	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Barrigada Pump Station Sewer Lines	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Route 1, Dededo	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Route 4, Merizo PS 14 to PS18	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Wastewater Transmission System Design and Management Services			
RFP-05-ENG-2024	**Northern and Central**	8/1/2025	12/2026	project ongoing
RFP-06-ENG-2024	**Southern and Central**	8/1/2025	12/2026	project ongoing
Other CIP Design				
RFP-07-ENG-2023	**Rojas Harmon Stormwater Drainage**	5/27/2024	12/2025	Project ongoing



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Table V. Wastewater CIP that are currently in Construction are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Wastewater CIP Construction				
IFB-03-ENG-2024	**Adacao Water & Sewer Infrastructure**	12/30/2024	12/30/2026	Bid due October 11, 2024
IFB-07-ENG-2023	**Aplacho Drainage and Roadway Improvements**	7/22/2024	6/15/2025	Project is completed
IFB-01-ENG-2021	**Yigo SPS Flood Mitigation and Facility Rehabilitation**	4/26/2021	11/2025	SCADA systems installed pending commissioning

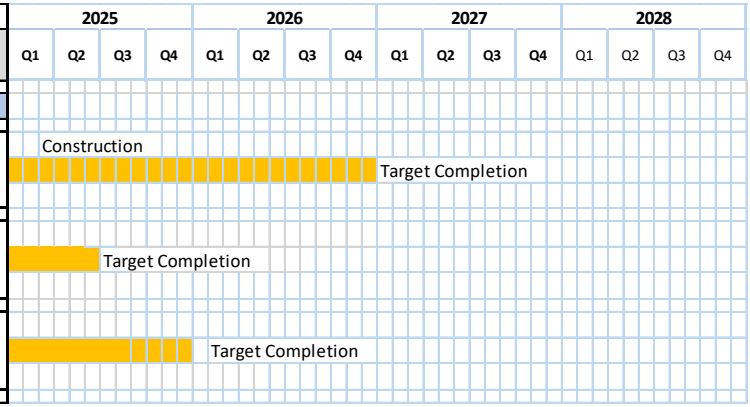
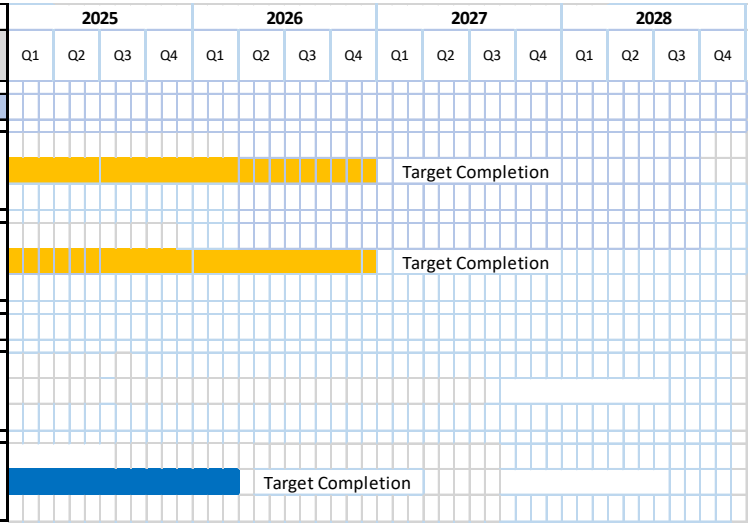


Table VI. Electrical and Capital Improvement Projects that are currently in design are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Electrical-Capital CIP Design-Build				
Planning for Procurement	**Design-Build of Pago Bay 12-inch Waterline Replacement**	7/2024	12/2026	contract phase
Planning for Procurement	**Upper Tumon Warehouse**	8/2024	12/2026	contract phase
	SCADA Improvements			
Planning for Procurement	**SCADA & Electrical Controls for Ugum Water Treatment Plant**	8/2025	8/2027	Planning
Planning for Procurement	**SCADA & Electrical Controls for Hagatna Wastewater Treatment Plant**	8/2025	8/2027	project ongoing



F. Permits

The Completed Permits table below lists the number of work orders completed by Permits inspectors/engineers for customer requests related to certain permits or utility services. It also summarizes the total work orders completed 'year to date' up to December. The table is updated in this Monthly Engineering Report for November 2025.

COMPLETED PERMITS

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year to date total
Building Permit	4	16	13	1	9	8	18	22	11	15	3		120
Occupancy Permit	13	6	2	9	3	8	3	7	9	6	4		70
New Meter Installation	18	4	24	21	14	10	28	16	32	40	28		235
Sewer Application	2	0	2	4	3	1	2	0	2	1	0		17
Sewer Inspection	1	0	0	0	1	0	1	0	0	1	0		4
Private Utility Acceptance	0	0	0	0	0	0	0	0	0	0	0		0
Relocation of Water Meter	1	1	0	5	1	5	1	0	2	9	0		25
Tapping-Water	2	0	2	1	2	1	2	0	0	3	1		14
Tapping-Sewer	1	0	2	0	0	0	1	0	0	0	1		5
Utility Clearance	26	18	40	9	5	2	22	12	16	17	21		188
Highway Encroachment	6	2	0	2	6	2	10	7	4	3	6		48
Verification of Utilities	7	10	7	5	17	22	8	14	12	22	12		136
Fire Flow Test	4	3	4	3	8	1	2	3	0	2	2		32
Schedule Water Outage	0	0	0	3	2	0	0	1	0	0	0		6
GPA Utility Clearances	13	10	25	15	15	7	15	14	19	13	7		153
GTA Utility Clearances	4	2	0	1	2	1	2	4	8	2	1		27

AVERAGE PROCESSING TIME FOR COMPLETIONS (DAYS) FOR NOVEMBER 2025

The Average Processing Time for Completions (Days) for the Calendar Month table below summarizes the average time of days it took to complete each type of work order for certain permits or utility services. For example, to calculate the average processing time for New Meter Installations in November 2025, we added up the total number of days to complete each of the 28 New Meter Installations (1654 days in total), then divided the 1654 total days by the 28 completed New Meter Installations to obtain an average processing time of 59 days. For November 2025, New Meter Installation processing time ranged from 0 to 467 days.

	2025											
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Building Permit	41	52	35	23	97	114	80	42	44	88	61	
Occupancy Permit	1	1	1	0	0	0	0	0	0	0	0	
New Meter Installation	153	14	148	135	114	115	32	45	99	161	59	
Sewer Application	3	0	0	0	13	0	0	0	0	0	0	
Sewer Inspection	85	0	0	0	21	0	49	0	0	11	0	
Private Utility Acceptance	0	0	0	0	0	0	0	0	0	0	0	
Relocation of Water Meter	95	19	0	425	15	795	30	0	42	72	0	
Tapping-Water	68	0	10	41	35	7	14	0	0	85	8	
Tapping-Sewer	7	0	10	0	0	0	27	0	0	0	116[a]	
Utility Clearances	21	9	11	3	7	25	6	11	11	13	6	
Highway Encroachment	0	1	0	0	0	0	0	0	0	0	0	
Verification of Utilities	14	18	30	33	27	29	17	16	20	20	22	
Fire Flow Test	12	18	13	23	8	5	18	18	0	9	6	
Schedule Water Outage	0	0	0	8	23	0	0	14	0	0	0	
GPA Clearances	8	9	9	3	6	1	3	12	16	11	6	
GTA Clearances	85	18	0	0	0	5	6	1	11	9	7	

Subscript comments are based on what occurred during the month of NOVEMBER.

a: The one Sewer Tapping closed for the month took over 100 days to complete because it had to go through building permit application process to meet highway encroachment requirements.

G. 2024 Application Review Committee (ARC)

The Application Review Committee (ARC) in Guam serves a critical function for the Guam Land Use Commission. The ARC helps maintain organized, lawful development and balances growth with environmental and community needs. Its primary purpose is to evaluate and review land use and land development applications related to various governmental and regulatory matters such as:

1. **Land Use and Development**: Ensuring compliance with regulations and sustainable growth.
2. **Environmental Impact**: Assessing projects for environmental protection.
3. **Business Permits**: Reviewing business-related permits and licenses.
4. **Community Services**: Approving applications for public services like housing and healthcare.
5. **Inter-agency Coordination**: Facilitating input from relevant government agencies.

CURRENT MONTH	NO. OF ACTIVE ARC APPLICATIONS	NO. OF ARC APPLICATIONS PROCESSED/SIGNED
JANUARY 2025	3	5
FEBRUARY	4	8
MARCH	4	4
APRIL	4	3
MAY	4	4
JUNE	4	4
JULY	7	7
AUGUST	6	6
SEPTEMBER	4	2
OCTOBER	10	10
NOVEMBER	4	8
DECEMBER		

H. Geographic Information System (GIS)

During the month of November 2025, the GIS Section did some edits / updates on the Water and Sewer System Geodatabases, map request from various sections within Engineering and other divisions were responded to, participated in Consent Decrees GoTo meetings, GIS Help Desk assistance, updated the Portal, GIS QA / QC Plan, worked on “Maps to Be Drawn” from the surveyed GWA Property maps into the GIS, Presented the SOP “Integrating Operational Data with GIS”, Created 2025 updated Annual Utilization Report for Agat, Santa Rita, and Talofofo .and augmented Planning in the field.

Sewer System Updates

4 new sewer lines were created this month. The total linear footage is 272 feet, which equates to 0.05 miles. 24 sewer lines were edited this month. The total linear footage is 10,709 feet, which equates to 2.03 miles.

Water System Updates

0 new water lines were created this month. The total linear footage is 0 feet, which equates to 0 miles. 10 water lines were edited. The total liner footage was 7,898 feet, which equates to 1.5 miles.

Map Requests

The GIS Section receives request for maps in various forms. The Engineering Division requested the following:

- Assisted Inspectors with their Maps.
- Multiple maps were developed for Guaka and Gayinero Roads.
- Creating a Heat Map to show the levels of dieldrin, PFAS and PFOA at the different well sites.
- Calculated maps in Guerrero St, Tamuning and Chalan Bada, Dededo. We will conduct field work for these calculations.

GIS Participation in Consent Decree GoTo Meetings

Participation in weekly and bi-weekly meetings in the beginning of the month.

GIS Help Desk Assistance

The GIS Section is constantly sought after to answer simple and challenging questions about the usage of the GIS, as well as installing updates and GIS data on new workstations. We are more than willing to assist. Below were the sections and customers that were helped.

a. Answered any and all questions on the GIS software.

b. Installed ArcMap in a new GWA computer at the NDWWTP Pump Station and rover section.

Updated the Portal

The water, wastewater, and customer information were updated on the GWA Portal.

GIS QA / QC Plan

337 Grids for Water and Sewer to QA / QC

Sewer 3 grids completed 334 left to go.

Water 0 grids completed 337 left to go.

Maps to draw in the GIS

Current count 48 map sets to draw.

65 Phase I Survey maps, 3 completed

77 Phase 2 Survey maps, none completed

New Area Development has 32 maps, none completed

Presented the SOP "Integrating Operational Data with GIS

HR asked me to present the SOP to Water Operations. Mainly, the Leak Detection and Repair Crews.

Annual Utilization Report for Agat, Santa Rita, and Talofofo

Created a 2025 utilization Report for Ched in Finance.

Field Work Augmentation

- Assisted Planning with GPR and line locating to verify waterlines and valves on the Gayinero, and Route 15 intersection.
- Assisted Planning with GPR and line locating to verify waterlines and valves on chalan Guaka and the side streets in the area.
- Assisted Planning by operating a drone during smoke testing on Gov. Camacho Street, Tamuning.

I. Land Management

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. 2nd 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. 01/02/2024: sent update status email to DCA. 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. 1st appraisal report submitted to GWA 05/11/2022. 2nd appraisal submittal to GWA 09/20/2022. Appraisal report sent to GM/legal counsel for review, approval and response 09/22/2022. Request for updated Appraisal report sent to TG Engineers for cost estimate 09/28/2023. Garrett stated updated appraisal report cost is $2500 each. Funding needs to be requested. 10/02/2023

Asan Springs	Asan-L501	Federal	• 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.

J. Planning Activities for November 2025

1. FEMA Preliminary Damage Assessments – Planning is responsible for the coordination, preparation and submission of Preliminary Damage Assessments for Typhoon Mawar
    a. Monthly meetings with GWA Management and support staff in order to report updates, communicate challenges and coordinate the execution of work.
    b. Documentation and FEMA claims – Planning is Project Manager for putting gathering documentation to support FEMA claims and ensuring reimbursements. Planning successfully submitted for $1.4M claim for CAT B Emergency Protective Measures
    c. Coordination with Asset Management team and Engineering to execute remaining repairs/damages from Mawar
    d. COVID-19 Claim closeout this month with Guam Recovery Office.

2. Engineering Project Management –Due to the number of CIPs and to further support the Engineering CIP. Planning is also serving as the Project Manager or Deputy Project Manager for the following design/construction projects:
    a. Rojas Harmon Stormwater Drainage Improvements Design RFP
    b. Aplacho Roadway and Drainage Improvements Construction – IFB

3. Department of Interior Grant Training – Planning is also assisting GWA Operations and GWA HR Training in order to execute the following grant funded training related projects
    a. Department of Interior Maintenance Assistance Program (MAP) 2020 – lead and coordinate the training and equipment purchases for operation comprising of the following: Sewer audit and training, mobile sewer inspection equipment, GPS equipment and reference materials
    b. Department of Interior Maintenance Assistance Program (MAP) 2022 – responsible for reporting to Grantor the execution of procuring training for Operations which consists of welding, pump and motor, electrician, and SCADA
    c. Department of Interior Technical Assistance Program (TAP) 2023 – responsible for reporting to the grantor status of the execution of the purchase of drone and sewer equipment for Engineering and Operations

4. US Environmental Protection Agency – Developed FY2025 Work Plans for both Base and Bi-partisan Infrastructure Law (BIL) grants.

5. Office of Local Defense Community Cooperation, DoD Defense Community Infrastructure Program – Planning submitted an application for the Brigade II Water Booster Pumpstation project, $6.5million.

6. Smoke Testing - Finile Street, Agat. In coordination with Operations several locations were identified that showed potential infiltration due to damaged

manhole or customer drainage systems connected to GWA's wastewater network.

7. Administrative – Planning also provides administrative support by leading the following tasks:
    a. Monthly Engineering Report – gathers information and prepares report for review
    b. Permit Section – managing section.
    c. Engineering Project Procurement and Payments – facilitates procurement
    d. Application Review Committee response letters and meetings – researches and prepares response letters for development

8. Land Use – Property Zone Change for Adacao Water & Sewer Infrastructure proposed sewer pump station. Department of Land Management public hearing scheduled for October 14th.

9. Engineering Procurement and Contract Admin – The Planning section has taken a new role in leading the administrative efforts of Engineering Procurement and Contract Administration. This work consists of tracking procurement stages, gathering documents for transmittal to OAG office, inputting requisitions into Oracle Procurement Cloud, and ensuring projects go through a swift and law-abiding procurement life cycle.

K. CIP Exhibits

TOTAL NO. OF CIP PROJECTS: 49

ALL CIP SECTIONS
No. of Projects (All CIP Sections): **2**

There is a total of 2 CIP projects that applies to all CIP projects.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-1	ID/IQ – Professional Civil and Structural Design Services	Active
B-2	ID/IQ – Professional Project/Construction Management Services	Active

WATER / WASTEWATER
No. of Projects (Water/Wastewater): **2**

Currently, there are two water and wastewater CIP projects with Gil Breeze starting design, and Adacao in 100% design completed and construction in permitting phase.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-3	Gill Breeze Subdivision Water and Sewer Design RFP	Design, In Progress
B-4	Adacao Water and Sewer Infrastructure Design Services	Construction, In Progress

WATER
No. of Projects: 20 projects

There are 4 major water CIP construction projects in construction and the remaining projects in procurement, planning and design phases. The water CIP construction projects consist of multiple reservoir construction and rehabilitation, waterline replacement, and pressure zone realignment. Under the Court Order projects, there are currently 5 steel reservoir rehabilitation and 3 new concrete reservoir construction in progress.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-5	Well Abandonment	Planning**
B-6	Well Rehab A-28, D-15, M-14, F-07	Planning**
B-7	Central Guam Reservoirs	**Construction**
		In Progress
B-8	Design and CM Services for Waterline Replacement of Various Bridges	Active Assessment/Design in Progress, 65% Phase 1 Design Submitted
B-9	Pressure Zone Realignment	**Construction**
		In Progress
B-10	Tai Rd./ S-13 and Canada-Toto Lp./Blas St. Waterline Replacement	**Construction**
		In Progress
B-11	Asan Springs Rehabilitation	EA in process, Design is complete, ROW agreement being negotiated with NPS
B-12	Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3)	Design completed and IFB Construction issued [insert dates] but no bids received;
B-13	ID/IQ - Design and CM Asbestos Concrete Pipe for Waterline Replacement	Design in Progress

B-14	ID/IQ - Design and CM for Waterline Replacement and Upgrades	Design in Progress
B-15	ID/IQ - Design and CM Implementation of District Meter Areas	Design in Progress
B-16	ID/IQ - Design and CM Undersized Waterline Replacement	Procurement
B-17	Santa Rita Springs Rehabilitation	Procurement
B-18	Brigade II Booster Pump Station	Design completed
		Seeking grants for additional funding
B-19	New Well Construction (AG-10, AG-12, Y-08)	Design Completed
		CM on hold pending funding availability for construction
B-20	Northern and Southern Guam Reservoirs	**Design/CM/Construction**
		In Progress
B-21	Tank Repair/Bypass	**Design/CM/Construction**
		In Progress
B-48	Well A23/A25 GAC Construction	Procurement
B-49	Dieldrin GAC Construction	Procurement
B-51	Emerging Contaminants/PFAS	Procurement

WASTEWATER
No. of Projects: **16**

There are sixteen (16) active wastewater CIPs, one (1) drainage/roadway improvement project in construction procurement and one (1) study or the Hagatna Wastewater Treatment Plant Interim Disinfection Project. Five (5) wastewater CIPs are substantially complete and in operation. Seven (7) projects out of 16 wastewater CIPs will meet consent decree conditions for gravity main, force main, and sewer pump station rehabilitation/replacement.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-24	Tamuning Hot Spots Sewer Line Rehabilitation and Replacement	Construction Completed
		Close-Out In Progress
B-25	Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation	Construction,
		In Progress
B-26	Southern Drainage Sewer Line Survey will be incorporated in Route 2 Gravity Sewer Rehab	Planning

B-27	Fats, Oil, Grease Receiving Station	Design, In Progress
B-28	Tumon Hot Spots	Design Completed**
B-29	Dungca Beach Sewer Line Relocation	Ph 1 Design Completed, Ph 2 In Progress
B-30	Fujita Sewage Pump Station Redundant Force Main	Design, In Progress
B-31	Hagatna Main Sewage Pump Station Redundant Force Main	Design, In Progress
B-32	Hagatna Wastewater Treatment Plant Causeway and Facility Structural Analysis	Design, In Progress
B-33	Hagatna Wastewater Treatment Plant Interim Disinfection	Design, Close-Out In Progress
B-35	Indefinite Delivery-Indefinite Quantity Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Design	CM In Progress, Design In progress
B-52	Northern Sewer Transmission Systems	Design In Progress
B-53	Southern Sewer Transmission Systems	Design In Progress

ELECTRICAL & CAPITAL IMPROVEMENTS

No. of Projects: 11

One (1) water project is completed: Groundwater Production Meter Replacement. One (1) IDIQ task order assessment and design in progress. One (1) water project is in construction phase. The remaining in planning.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-1	IDIQ Task Order No. 2 – Structural Assessment and Rehabilitation Design at Commercial Port and Chaot Sewer Pump Stations	Design (HDR), In Progress
B-37	Ugum Water Treatment Plant Rehabilitation	PM/CM, In Progress
		Construction, In Progress
B-38	Design-Build of Pago Bay 12-inch Waterline Replacement	Procurement
B-39	Current Balancing Unit for Deep Well A-09	Planning
B-40	Deep Well Power Line Conditioner Pilot Project	Planning

B-42	Design-Build GWA Upper Tumon Campus Improvements	Procurement
B-43	Design-Build GWA SCADA System Phases 1 & 2	** Planning
B-44	SCADA Water Phase 3	** Planning
B-45	SCADA Wastewater Phase 4	** Planning
B-47	Temporary Water Booster Pump Station on Juan Sarmiento Street, Santa Rita	Procurement
B-50	Deep Well VFD and Electrical Upgrade	Design Procurement

OTHER:
No. of projects: 1

1 stormwater project is in the design phase and involves solving the stormwater issue in Harmon which directly affects GWA's Harmon Sewer pump station.

B-46	Rojas-Harmon Stormwater Drainage Improvements Design	Design In Progress

L. CIP Exhibits

B-1 ID/IQ – Professional Civil and Structural Design Services M19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Asst. GM of Engineering	See Activities	Water/WW/Support
Indefinite Delivery/Indefinite Quantity for professional civil and structural design services for various type of water and wastewater utility projects.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2019	6/17/2019	12/31/2025	AECOM Technical Services, Inc.
Design	RFP-02-ENG-2019	7/17/2019	7/17/2024	HDR, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design (AECOM)	PW 05-06 (B2013), EE 09-04, MP-PW-BPS-01, MP-Gen-Misc-05, PW 05-06 (B2020), MP-PW-Pipe-07	$1,000,000.00	25 %
Design (HDR)	PW 09-03	$750,000.00	

ACTIVITIES

AECOM

- Task Order No. 1 Mataguac Booster Pump Station Rehabilitation Design: 100% design phase. Finalizing comments for electrical/instrumentation plans and specifications to be sent to A/E firm.
  a. Project Engineer: Joseph Wu
  b. TO cost: $250,000.00
- Task Order No. 2 Miscellaneous Booster Pump Station Improvements: Upgrade design for Adawag, Chalan Palauan, Pale Kieran, Ulloa/Untalan, Camacho, Manuel Tenorio, Santa Ana, Geus, Ija, Pigua, Umatac No. 1, and Umatac No. 2 booster pump stations. Design progressing at the 30% phase. Designer working on surveying, archaeological, environmental, etc.
  a. Project Engineer: Joseph Wu
  b. TO cost: $750,000.00

HDR

- Task Order No. 1 Tai Road/S-13 and Toto Canada Road/Blas Street Waterline Replacement Design: 100% design completed. Tai Road/S-13 and Toto Canada Road/Blas Street Waterline Replacement construction project closing out.
- Task Order No. 2 – Structural Assessment and Rehabilitation Design at Commercial Port and Chaot Sewer Pump Stations. This involves the structural assessment of structural system failures at Commercial Port and Chaot SPSs, and design of structural modifications to entry/exit for removal/reinstallation of pumps at Chaot SPS. Amendment no. 1 was submitted on May 24, 2024 and approved on August 21, 2024 to amend the schedule, no change in scope and cost. On May 28, 2024 HDR conducted site assessments and met with GWA Engineering and Wastewater Operations on May 29 to discuss findings and next steps. Initial Draft and Final Draft of Structural Assessment Report were submitted on July 22, 2024 and Aug 13, 2024 respectively. Aug 29, GWA and HDR discussed the design scope. GWA requested HDR to provide fee proposal to design new canopy and new monorail system at Baza SPS, Aplacho SPD, improvements to existing chain hoist at Bayside SPS.
  a. Project Engineer: Ernie Villarin
  b. TO cost: $138,992.22
  c. Proposed funding source: MP-WW-Pump-01 Lift Station Rehabilitation/Replacement Program

B-2 ID/IQ – Professional Project/Construction Management Services M19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
11/07/2025	Asst. GM of Engineering	See Activities	Water/WW/Support
Indefinite delivery/Indefinite quantity for professional project and construction management services for various types of water and wastewater utility projects.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
PM-CM	RFP-04-ENG-2019	06/19/2019	08/23/2024	Brown and Caldwell
PM-CM	RFP-04-ENG-2019	06/17/2019	06/14/2024	Duenas, Camacho & Associates, Inc.

ACTIVITIES

Brown and Caldwell Task Orders:

1. Bond Report (completed)
2. Route 4 Sewer CIP (completed)
3. Asan-Adelup-Hagatna Sewer Rehabilitation CIP (completed)
4. Southern SSES CIP (completed)
5. Cost of Services Study (completed)
6. Water Meter Technical Assistance (completed)
7. Wastewater Hydraulic Model (ongoing)
    i. Finalizing Wastewater Model; to submit Capacity Report by end of February 2025
8. Master Plan Update (ongoing)
    i. Responding to BC RFIs before final completion of Updates.
9. Modeling (completed)

Duenas, Camacho, and Associates Task Orders:

1. Tank Repair Bypass CIP
2. Tai-Toto-Canada Water CIP
3. Ugum Water Treatment Plant Rehabilitation CIP
4. Yigo Sewer Pump Station CIP
5. Tank Inspection and Repairs CIP
6. District Metered Areas and Pressure Zone Realignment CIP
7. Wells A-23, A-25 remediation (see B-8 Central Guam Reservoirs project)
8. Groundwater Wells Treatment Design CIP for Dieldrin
9. Waterline Replacement/Tank Repair CIP
10. Ugum River Intake
11. Medical Campus (ongoing) (Utility easement map submitted to Governor's Office for Routing to NAVFAC)

B-3 Gill Breeze Subdivision Water and Sewer RFP-09-ENG-2022

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025		Joseph Calvo	Wastewater CIP
Design and construct a water system, conduct a study to determine the most appropriate wastewater disposal system (private onsite systems or public sewer system), and design and construct the wastewater disposal system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2022	10/3/2025	5/8/2026	DCA
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$3,396,103.00	15%
Construction Management			
Construction			

ACTIVITIES

- Draft alternatives report received (4/7/2025)
- Comments to designer provided by GWA engineering
- Designer in the process of finalizing report, expected delivery by the end of June
- Final Alternatives Report received 6/6/2025
- ROE letters sent on 6/12/2025 to landowners to investigate sites for potential pump stations.
- Field survey ongoing.
- Survey completed for proposed sewer route from Gill Breeze to Yigo pump station. Mapping is expected to take 2-3 months.
- ROE letters resent to land owners for potential purchases. If no letters are returned to DCA, REMAX will be brought in to assist in obtaining a response from owners
- Offsite field work completed. DCA in process of finalizing survey maps. Expected delivery Jan 2026.

B-4 Adacao Water and Sewer Infrastructure Design Services S22-004-ARP

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025		Joseph Calvo	Wastewater CIP
Evaluate and design water and sewer infrastructure to upgrade water and bring property owners off of septic and onto sewer for the Adacao area in Mangilao, where GWA is observing high Nitrates at 5 production deep wells.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2022	3/1/2023	3/1/2025	Duenas, Camacho & Associates
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	American Rescue Plan Act (ARPA) Grant	$1,164,322.48	94%
Construction Management	American Rescue Plan Act (ARPA) Grant	$2,147,184.00	1%
Construction	American Rescue Plan Act (ARPA) Grant/USEPA Grants	$6,216,074.55	

ACTIVITIES

- Contractor has restarted building permit process with pump station removed from plan set while rezoning process continues.
- ARC meeting held 5/15/2025.
- Public hearing for rezoning being held on 6/11/2025.
- Building permit routed to GPA 6/30/2025
- All position statements received except DPW
- Building permit for work in public right of way pending GEPA approval
- GEPA comments received 10/8/2025, contractor has begun addressing comments.
- Pending legal's guidance on responses to DLM's comments regarding the property zone change.
- Procore set up for project, CM has begun processing product submittal.
- GLUC meeting for ne sewer pump station scheduled for December.

B-5 Well Abandonment

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
11/07/2025	Garrett Yeoh	Joseph Wu	Water
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA SRF grant		

ACTIVITIES

- The scope of work for the wells to be abandoned will be incorporated into the new deep well design projects for AG-10, AG-12, Y-08 and/or the rehabilitation project for the A-series wells.

B-6 Well Rehabilitation A-28, D-15, M-14, F-07

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Joseph Wu	Water
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond		

ACTIVITIES

- Scope of Work and Determination of Need under preparation.

B-7 Central Guam Reservoirs W14-006-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Garrett Yeoh Joseph Wu	Water
The work to be performed consist of designing and constructing new reservoirs, pipes, vaults, instrumentation, electrical, SCADA system, booster pump stations, pressure reducing valves, and general system upgrades. Sites include Tumon No. 1, Chaot No. 2, Barrigada Hgts (Hyundai), Tamuning (Airport), and Manenggon (Pulantat) Reservoirs, and Barrigada Res BPS, Barrigada Heights BPS, St. John's PRV, St. Vitores Road PRV, A-23 DW, and A-25 DW.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	5/23/2015	12/2024	GHD, Inc.
Construction Management (Tumon, Chaot, Barrigada)	RFP-02-ENG-2017	12/13/2017	Complete	TG Engineers, PC
Construction Management (Tamuning, Manenggon)	RFP-01-ENG-2023	07/07/2023	06/2025	Duenas, Camacho & Associates, Inc.
Construction (Tumon, Chaot, Barrigada)	IFB-09-ENG-2017	02/02/2018	07/2025	AIC International
Construction (Tamuning, Manenggon)	IFB-01-ENG-2023	1/22/2024	06/2025	Core Tech Intl.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11, PW 12-04, PW 12-06	$3,749,305.00	96%
Construction Management (Tumon, Chaot, Barrigada)	PW 09-11, PW 12-04, PW12-06	$3,171,745.23	100%
Construction Management (Tamuning, Manenggon)	PW 09-11	$1,840,912.95	76%
Construction (Tumon, Chaot, Barrigada)	PW 09-03, PW 09-04, PW 09-11, PW 12-04, PW 12-06, SDC	$23,500,103.00	99%
Construction (Tamuning, Manenggon)	PW 09-11, PW 12-04, PW 12-06	$34,887,800.20	63%

ACTIVITIES

Construction Management:

- RFP-01-ENG-2023 Tamuning and Manenggon Reservoirs: Contract signed 07/07/23. NTP issued 02/19/2024. Resolution 55-FY2025 was approved to extend CM services to the Contractor's revised final completion date of March 1, 2026. Work ongoing. Change Order will be issued to extend CM services. The fee will be covered by the Contractor under Special Damages.

Construction:

- Tumon, Chaot, Barrigada: All tanks completed and in service. Contractor working on final punchlist and close out documentation. Valve changeout near holiday towers was completed by the Contractor in October, 2025. Pending wiring and testing of SCADA Pack at Barrigada Heights reservoir/bps. Contractor compiling closeout documentation for Final Completion for all sites.
- Tamuning and Manenggon Reservoirs: Full NTP issued 02/19/2024. Tamuning Reservoir has completed construction of the concrete reservoir. Misc site activities, piping, vault work, electrical, control building, etc. ongoing. Tank roof will need repairs and, discussions are ongoing with the DOR, CM, Contractor, and GWA. DN Tanks continuing concrete work inside tank. CTI scheduling for outage to connect inlet and outlet to GWA system. Tank filling to commence shortly after. Manenggon Reservoir has completed construction of the concrete reservoir. Misc site activities, piping, vault work, electrical, control building, etc. ongoing. DN Tanks continuing concrete work inside tank. Negotiations with the Contractor for time extension for both sites ongoing.

B-8 Design and CM Services for Waterline Replacement of Various Bridges W22-08-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/04/2025	Garrett Yeoh	Ernesto L. Villarin	Water
Work will involve design, construction management, and construction/repair of water and sewer lines crossing various bridges.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design/Construction Management (Phase I)	RFP-03-ENG-2023	02/22/2024	01/23/2026	GHD Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design/Construction Management	MP-PW-Pipe 12	$1,356,199.90	31.9%
Construction			

ACTIVITIES

Design:

- 12/12/24: Change Order No. 1 adding 19 bridge crossings to the project scope was executed.
- 12/18/24: GHD did a presentation of the revised BOD.
- 01/31/25: Design work on nine (9) critical utility bridge crossings in progress.
- 02/11/25: Final version of the BOD was received from GHD. Design of nine (9) critical utility bridge crossings still in progress.
- 03/31/25: The 35% design submittal is expected in the first week of April 2025.
- 04/11/25; The 355 design submittal received from GHD.
- 04/28/25: Engineering comments to 35% submittal sent to GHD.
- 04/29/25: GHD submitted revised schedule showing Nov. 28, 2025 as completion of Phase 1 design.
- 05/31/25: GHD working on 60% design submittal.
- 06/30/25: Work on 60% design submittal still in progress. Two more bridge sites needing topographic survey.
- 07/11/25 GHD revised their upcoming submittal to 30% due additional bridge crossings that were added to Phase I (waterlines that are leaking and badly corroded). Expected submittal date of the 30% design is August 15, 2025.
- 08/15/25 GHD submitted 35% Phase 1 design submittal (Phase 1 are utility crossings that are leaking or bad corroded). Under review for comments. Phase 2 (utility crossings that will require recoating or minor maintenance/repair) has started.
- 09/05/25 Comments on 35% submittal sent to GHD for action.
- 10/31/25 65% design submittal received from GHD, review in progress.
- 11/30/25 Engineering completed review of the 65% design submittal, review comments sent to GHD.

B-9 Pressure Zone Realignment W18-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	Garrett K. A. Yeoh, Jessey M. LG., William Estevez	Water
The work to be performed involves designing, construction managing, and constructing pressure zones, which consists of pressure reducing valves, flow meters, vaults, pipeline, electrical, instrumentation, and SCADA. Design and construction shall be in 5 phases.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design CM (Phase 1)	RFP-03-ENG-2018	08/16/2018	12/2024	GHD, Inc.
CM (Phase 2)	RFP-05-ENG-2022	06/21/2023	4/21/2027	AmOrient Engineering
Construction (Phase 1)	IFB-07-ENG-2019	04/21/2020	6/2025	Sumitomo Mitsui Construction
Construction (Phase 2)	IFB-02-ENG-2024	4/11/2025	4/21/2027	Sumitomo Mitsui Construction

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design CM (Phase 1)	PW 09-04, PW 09-10, PW 09-11, PW 12-01	$3,366,996.00	81%
CM (Phase 2)	USEPA-SRF Grant	$1,688,925.00	0%
Construction (Phase 1)	USEPA-SRF Grant, PW 05-16, PW 12-01	$7,296,174.25	100%
Construction (Phase 2)	USEPA-SRF Grant	A: $14,956,418.00 B: $8,286,359.00 **$23,242,777.00**	7%

ACTIVITIES

Design:

- Phase 3 design at 75%. A number of sites originally from phase 4 were moved up to phase 3 and vice versa since more field testing is needed. Phase 3 will now consist of 24 sites.

Construction:

- Phase 1: Final retention release in progress.
- Phase 2: Contract awarded 4/11/25, NTP issued 4/21/25. Kick-off meeting held 4/25/25. Contractor preparing submittals, RFI, shop drawings, etc. Currently under permitting process. As of 12/14/2025, awaiting permit approval from DPW. Change Order No. 1 will be issued to add remaining sites.

B-10 Tai Rd./ S-13 and Canada-Toto Lp./Blas St. Waterline Replacement M19-001BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/25	Garrett Yeoh	Jessey M. LG.	Water

Replacement of old waterlines and reconnection of all customer service laterals along Tai Rd., S-13 (a short street off of Tai Rd.) Toto Canada Loop, and Blas Street. Replacement/ reconnection of WL on Taison Rd, off of Toto Canada Loop, has also been added into the project as of CO no. 2.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	Civil/ Structural IDIQ- TO No. 1	1/20/2020	10/2021	HDR Engineering, Inc.
Construction Management	PM/CM Services IDIQ- TO No. 2	5/6/2021	5/2023	Duenas, Camacho & Associates, Inc.
Construction	IFB-02-ENG-2021	5/12/2021	5/2025	Giant Construction Corporation

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2013 PW 09-03	$154,956.00	100%
Construction Management	Bond 2020 PW 09-03	$189,729.00	95%
Construction	Bond 2020 PW 09-03, Bond 2020 MP-PW-Pipe-12, Grant, IFCIP	$3,004,120.81	100%

ACTIVITIES

Design:

- Design work was contracted for $173,098.00 but the work was completed for **$154,956.00**. Release of claims sent to HDR to complete final billing. Final billing for design/ construction support complete.

Construction:

- All site work has been completed.
- Close-out in process.

B-11 Asan Springs Rehabilitation W11-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
11/07/2025	Garrett Yeoh	Van Verango	Water
The work involves designing and modifying the existing spring impoundment, constructing a new chlorination building, installing a new generator and new pumps, and other site improvements.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-11-ENG-2015	8/23/2016	12/2026	HDR

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USDOI Grant, PW 05-15	$712,263.00	87%

ACTIVITIES

Design:

- CCU approved Resolution No. 51-FY2025 during the August CCU Board Meeting for Change Order No. 4 to the design contract with HDR, which includes the addition of a GAC treatment system and a GWUDI study to the overall project design.
- An additional amount of $741,906.00 was approved, plus a 10% contingency of $74,196.00. The total authorized funding for the design contract is now $1,160,614.00.
- Change Order will be issued to add additional design work such as PFAS treatment and GWUDI study/design.
- Change Order No.4 approved on December 12.

B-12 Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3) W16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Joseph Wu	Water
The work involves rehabilitating two existing production wells; A-12 and F-03. Existing Wells, A-02 and D-05, are currently not in production, and are included in the work as an additive bid. Other major work involves installing a new standby generator, a new chlorination building, new well equipment, and other site improvements.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2016	5/26/2016	08/31/2025	AECOM
Construction Management	RFP-06-ENG-2019	12/01/2020	TBD	DCA
Construction	IFB-02-ENG-2023			

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA – SRF Grant	$1,758,247.00	91%
Construction Management	USEPA – SRF Grant	$640,248.00	
Construction			

Design:
- 100% design (revision 4) ongoing.

Construction:
- IFB-02-ENG-2023 Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3). No bid received.
- GM gave directive to re-bid project as-is est. July/ August 2025. GWA and AECOM visited project well sites to determine minor changes to be implemented into design prior to re-bid (4th re-bid). A/E firm progressing with changes from field visit. GWA in process of potential land acquisition at A-12 and F-03.
- GWA finalizing well abandonment and sanitary survey repairs additive bid items to be included with the 4th rebid.

B-13 ID/IQ - Design and CM Asbestos Concrete Pipe for Waterline Replacement W22-05-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	Gerald Gattoc	Water
The work to be performed consists of design and construction management of asbestos concrete pipe (ACP) waterline replacement island-wide. Work will include development of ACP waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2022	07/11/2024		GHD, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,500,000.00	7%

ACTIVITIES

Design:

- CCU Resolution No. 17-FY2023 approved contract fee proposal for $5,427,000.00.
- Agreement and TO-01 executed on 07/11/2024. Kick-off meeting conducted on 08/22/2024.
- Survey completed.
- Designer submitted 30% design review plans for CTPS trial run.
- Designer submitted BOD for ACP waterline replacement.
- Designer submitted 60% design review plans for CTPS trial run.
- Designer submitted finalized waterline Priority List for ACP replacement.
- Designer to commence survey work on Mepa St. and Judge Sablan St.
- Designer to submit 90% design review plans/specs for CTPS trial run.
- Design ongoing for Mepa St. and Judge Sablan St.
- NEPA permitting process ongoing.

B-14 ID/IQ - Design and CM for Waterline Replacement and Upgrades W22-04-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	Gerald Gattoc	Water

The work to be performed consist of design and construction management of miscellaneous waterline island-wide. Work will include development of waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design/Construction Management	RFP-03-ENG-2022	01/13/2025		Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,500,000.00	0%

ACTIVITIES

Design:

- CCU Resolution No. 19-FY2023 approved contract fee proposal for $5,973,682.00.
- Agreement and Task Order 01 ($1,439,732.00) signed 09/16/2024. NTP acknowledged on 2/10/25 and kick-off meeting held on 2/21/25.
- Design in progress. Sites include Talofofo and Santa Rita villages. Survey nearly completed for Talofofo.
- DCA submitted cost proposal for Mataguac zone to be issued as TO No. 2
- Survey work and modeling continues for Talofofo.
- Design work commences for Talofofo site.
- Revised cost proposal for Mataguac waterline replacement re-submitted.
- Designer submitted 30% plans and BOD for Talofofo 9/2/25.
- CCU Resolution approved to increase contract authorized funding for the Mataguac waterline replacement. Task Order No.2 submitted for OPC processing and routing.

B-15 ID/IQ - Design and CM Implementation of District Meter Areas W22-06-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	William Esteves	Water
The work to be performed consists of design and construction management of District Meter Areas (DMA). Work will include development of DMA priority list and designs for selected sites. Site prioritization shall be guided by the DMA Implementation plan, operation and engineering input and data.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-07-ENG-2022	09/16/2024	12/31/2025	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,496,036.00	31%

ACTIVITIES

Design:

- CCU Resolution No. 20-FY2023 approved contract fee proposal for $3,119,377.00.
- Agreement and Task Order 01 ($1,496,036.00) signed 09/16/2024.
- Design has started. Field investigation and survey work for sites are ongoing for the southern zone. Draft site layouts have been submitted to GWA for review.
- 60% design plans received from DCA. Currently with GWA for review. DCA working with GWA to procure valve pilots for Pale Ferdinand and Ladda PRVs to start collecting data.

B-16 ID/IQ - Design and CM Undersized Waterline Replacement W22-03-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	Gerald Gattoc	Water
The work to be performed consist of design and construction management of undersized waterline replacement island-wide. Work will include development of ACP waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2022			

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant		0%

ACTIVITIES

Design:

- Notice of Termination of IDIQ contract sent to Brown and Caldwell on 7/3/25.
- Negotiations with the next firm has started.
- DCA submitted scope/fee proposal for IDIQ and current Task Order #1.
- Meeting held 9/5/25 with Operations and DCA to reconsider/re-prioritize TO#1 sites.
- DCA to resubmit scope/fee proposal for Task Order #1 accordingly.
- Expecting to have prepared the documentation needed for CCU contract award resolution this month.
- Resolution for contract/funding approved.
- Contract Agreement to be submitted for OPC processing and routing.

B-17 Santa Rita Springs Rehabilitation 12305

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Jessey M. LG	Water

The work to be performed consist of design of the Santa Rita Springs Rehabilitation. Work will include increasing the impoundment, new impoundment roof, chlorination system, pump system and all other site upgrades.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2023			HDR, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant	$1,597,115.00	
Construction Management			
Construction			

ACTIVITIES

Design:

- Contract fully signed and NTP issued on 10/02/25.
- Bi-weekly design meetings established. Surveying at the site has been completed. A preliminary submittal is expected by 12/22/25. Biological survey is complete. AMDP report completed. Wetland survey ongoing. Rain gauge for monitoring has been installed as of 12/15/25. HDR to submit their Sampling and testing plan for review by 12/17/25. Note: Design work on track to fully utilize BOR grant by June 2026.

B-18 Brigade II Booster Pump Station W11-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Jessey M. LG	Water
Design/ construction of a new booster pump station, to include a new building structure, pump system, electrical system piping instrumentations, SCADA, general site upgrades, and off-site improvements such as new PRV's, valves, and vaults.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2011	4/5/2012	TBD	E.M. Chen & Associates
Construction Management	RFP-02-ENG-2022			Duenas, Camacho & Associates, Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-12	$245,863.20	99%
Construction Management		$1,063,015.25.	0%
Construction			0%

ACTIVITIES

Design:

- Design modification to the piping and pump system pending. EM Chen submitted a proposal for revised design and construction support costs in the amount of $190,475.
- Change Order for design modifications to pumping layout and system complete. Design changes in progress.

Construction:

- Pending funding availability. Funding was reallocated to CO projects. Funding is expected Sept/Oct 2025.

CM:

- CM will be handled by DCA. Proposal of CM services totaled $1,063,015.25.

B-19 New Well Construction (AG-10, AG-12, Y-08)

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Jessey M. LG.	Water
Design and construction of three new production wells (AG-10, AG-12, Y-08).			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2010	5/5/2011		GHD, Inc. (Formerly Winzler Kelly)
Construction Management	PM/CM Services ID/IQ			Duenas, Camacho & Associates, Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-13, PW 05-14, Bond 2016 PW 09-02	$1,203,308.00	86%
Construction Management			
Construction			

ACTIVITIES

Design:

- Design in progress to be consistent with Groundwater Wells A-02, A-07, A-12, D-05, and F-05 Rehabilitation (Project B-12). Pending decision on Rehab Well project on next steps for well projects due to no construction bidders.

B-20 Northern and Southern Guam Reservoirs W14-007-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Garrett K.A. Yeoh, Ernesto Villarin, Joseph Wu	Water

The work to be performed consist of designing and constructing new reservoirs, pipes, vaults, instrumentation, electrical, SCADA system, booster pump stations, pressure reducing valves, and general system upgrades. Sites include Santa Rosa No. 2 (SR), Santa Rita (SRI), Sinifa No. 2 (SIN), Inarajan, and Ugum No. 2 Reservoirs, and Santa Rosa, Agfayan, and Inarajan BPS's, and miscellaneous pressure zones pipeline work.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	05/23/2015	06/2024	TG Engineers, P.C.
CM (SR, SRI, SIN)	RFP-06-ENG-2017	04/02/2018	04/2023	GHD, Inc.
CM (Ugum No. 2)	RFP-04-ENG-2023	12/01/2023		GHD, Inc.
Construction (SR, SRI, SIN)	IFB-01-ENG-2019	09/30/2019	12/2023	AIC, International
Construction (Ugum No. 2)	IFB-06-ENG-2023	02/03/2024	07/2025	AIC, International

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11	$3,992,595.20	97%
CM (SR, SRI, SIN)	PW 09-11	$7,026,312.56	99%
CM (Ugum No. 2)	PW 09-11	$1,514,701.00	75%
Construction (SR, SRI, SIN)	PW 09-03, PW 09-04, PW 09-11	$26,684,997.63	92%
Construction (Ugum No. 2)	PW 09-11, PW 11-02	$22,834,768.00	50.9%

ACTIVITIES

Ugum Construction:

- For the month of June 2025, Contractor was required by EOR to follow the correct pile orientation. installation of 16-inch waterline still on-going, installation of 4-inch French drain from control building to catch basin no. 6 was completed. Seventeen (17) piles were driven in the month of June, total piles driven as of June 30 = 41 piles.
- As of July, 78 piles out of total 147 piles were driven to the ground. The pile driving equipment has been down since mid-July. The replacement part is expected to arrive first week of August. The installation of 12-inch bypass line is in progress.
- As of August, 104 piles out of total 147 piles were driven to the ground. Installation of 12-inch bypass line was completed, ground slab of inlet/outlet valve poured, wall rebars and formworks installed.
- As of September all 147 piles were driven, however the EOR recommended additional 6 piles to compensate for out of plumb and/or damaged piles. This additional 6 piles are being casted at SmithBridge yard. Work in inlet/outlet vault, light posts foundation, and fencing in progress.
- As of October, all piles were driven including the additional 6 piles recommended by EOR to compensate for out of plumb and/or damaged piles. Contractor began installing formworks for 3' deep flowable fill. Backing and compaction around retaining walls is progressing.

- As of November, the 3' deep flowable fill has been poured/completed, installation of 8" bypass line from existing 14" waterline to existing water tank, pouring of ground slab and wall for outside check valve vault and inlet/outlet vault, pouring of ground slab for control building were all completed.

Santa Rosa No. 1 and Sinifa No. 1 Construction:

- Santa Rosa Steel Tank has completed all repair works, including coating. VOC curing of coating ongoing. Cathodic protection to commence. Anticipated tank filling on January 5, 2026 and tank online by week of January 19th, 2026.
- Sinifa Steel Tank has been filled and disinfected. Preliminary results showed that bacteriological have passed, pending official results from WERI. Contractor scheduling to commission altitude valve this week. Tank online anticipated by December 19, 2025.

B-21 Tank Repair/Bypass W19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
12/16/2025	Garrett Yeoh	Garrett Yeoh, Van Verango, Joseph Wu	Water
The work to be performed consists of installing bypass piping, valves, etc. ahead of tank inspection. The operation of the bypass will allow the API inspectors and structural engineer to determine appropriate repairs after which the contractor will proceed to repair the tanks.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-03-ENG-2008	8/1/2008	12/2023	Duenas, Camacho & Associates, Inc.
Construction Management	RFP-04-ENG-2019	6/17/2019	10/2023	Duenas, Camacho & Associates, Inc.
Construction	IFB-06-ENG-2019	4/21/2020	10/2023	AIC International

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2005, Bond 2010	$1,291,799.91	100%
Construction Management	PW 09-11, MP-PW-Tank-22, MP-PW-Tank-23	$897,077.00	100%
Construction	PW 09-09, PW 09-11, PW 12-05, SDC	$16,855,356.64	96%

ACTIVITIES

- Agat Umatac: 07/22 in service.
- Yigo No. 3: 08/22 in service.
- Windward Hills: 05/23 in service.
- Astumbo No. 1: 09/24 in service.
- Santa Ana: 11/23 in service.
- Upper and Lower Nimitz: 10/24 in service.
- Kaiser: 02/2025 in service.
- Umatac Subdivision: 08/29/25 Tank placed in service. Tank will be taken down by week of December 22, 2025 for floor assessment and potential testing to determine leak.
- Pigua: 09/12/2025 in service.
- Malojloj: Under contract processing. Anticipated contract signed by December 2025.

B-48 A23/A25 GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/25	Garrett Yeoh	Jessey M. LG	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	05/22/2015	Complete	GHD, Inc.
Construction Management	RFP-04-ENG-02019, TO #7	05/08/2023		DCA
Construction	IFB-01-ENG-2024	4/21/2025		A&R Pacific Garney JV

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11, PW 12-04, PW 12-06	$153,437.00	100%
Construction Management	IFCIP	$200,000.00	0%
Construction	USEPA Grant, US DOI Grant	$10,070,312.18	30%

ACTIVITIES

Design:

- Revisions to chlorination process and pumping system under GWA review. Est. completion of review by 12/23/25.

Construction:

- Work ongoing – waterline installation, GAC system foundation, jersey barrier installation, etc.
- Long lead items: GAC vessels have been ordered—ETA June 2026. Generator has not been ordered yet- pending review of the process revisions.

B-49 Y-15, D-17, M-4 Dieldrin GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Van Verango	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2019 TO #8	3/11/24	Complete	DCA
Construction Management	RFP-04-ENG-2019 TO #8	3/11/24		DCA
Construction	IFB-04-ENG-2024	10/01/25		A&R-Garney JV

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-13 (2013, 2016, 2020) PW 09-02 (2013 & 2020)	$337,565.00	100%
Construction Management	PW 05-13 (2013, 2016, 2020) PW 09-02 (2013 & 2020)	$200,258.00	0%
Construction	USEPA SRF Grant Funds	$6,142,535.00	0%

ACTIVITIES

Construction:

- NTP signed and received by contractor (A&R Pacific-Garney Federal JV) on 10/01/2025
- F-8 vessels were moved to Y-15. Interim system online October 11th.
- Revised design vessels are scheduled to arrive on island first week of December. Design is undergoing revisions to incorporate the new model for the GAC vessels
- A-8 vessels spent GAC media has been removed. Contractor is scheduling for vessel rehab. The vessels will be used at M-4.
- New vessels for Y-15 arrived on the island on December 4.

B-51 Emerging Contaminants PFAS Design

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025	Garrett Yeoh	Garrett Yeoh	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2024	09/23/2025	12/31/2029	GHD, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA SRF Grant Funds	$10,973,293.00	
Construction Management			
Construction			

ACTIVITIES

Design:

- Kick off meeting completed on 11/18/25. Coordination with designer for current system data ongoing.

B-24 Tamuning Hot Spots Sewer Line Rehabilitation and Replacement (Base Contract) S16-003-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/15/2025		Gerald N. Gattoc	Wastewater
Sewer rehabilitation for lines at Winner Apartments, Segundo Leon Guerrero, and New Plaza Market behind GPO.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2016	9/8/2016	10/2017	TG Engineers
Construction Management	RFP-04-ENG-2018	2/8/2019	12/2020	AmOrient Engineering
Construction	IFB-06-ENG-2018	1/10/2020	12/2020	Ian Corporation

PHASE	UNDING SOURCES	COST	% COMPLETE
Design	SRF Grant, M 96902611-5	$663,629.00	90%
Construction Management	SRF Grant, M 96902617-2	$386,521.80	100%
Construction	SRF Grant, M 96902617-2	$1,183,786.08	100%

ACTIVITIES

Construction completed. Project closeout in progress. Release of Claims submitted for all contracts.

B-25 Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation S18-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025		George J. Watson	Wastewater
Evaluate and design flood mitigation and rehab needs for Yigo SPS and install/construct design per plans and specs.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2018	07/31/2018	03/2024	AECOM
Construction Management	RFP-04-ENG-2019	07/20/2021	03/2024	Duenas, Camacho & Associates, Inc.
Construction	IFB-01-ENG-2021	04/26/2021	03/2024	IAN Corporation

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2016 WW 09-01	$247,252.63	98%
Construction Management	Bond 2016 WW 09-01	$96,754.00	75%
Construction	Bond 2020 MP-WW-Pump-01	$1,201,305.13	90%

ACTIVITIES

MCS finished controls configuration with HLAP and tested operations of controls and pumps. Contractor turned over the Fuel Level Sensor for the generator fuel tank. Punch list items completed with exception of reinstalling floats; need to test floats. Processing invoice.

Started processing contractor (IAN) final invoice and substantial completion. Project closeout to follow.

B-26 Southern Drainage Sewer Line Survey
Route 2 Gravity Sewer Rehabilitation
Abandonment

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
	George Watson	Joseph Calvo	Wastewater
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE

ACTIVITIES

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B-27 Fats, Oil, Grease Receiving Station S23-01-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J. Watson	Wastewater
Design of a Fats, Oil, and Grease (FOG) receiving station to be located at the Northern District Wastewater Treatment Plant (NDWWTP). A FOG treatment facility is needed to support GWA's FOG program, to prevent FOG discharge into the wastewater collection system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-05-ENG-2023	10/21/2024	12/2025	Duenas, Camacho & Associates, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$1,501,601.72	29%
Construction Management			
Construction			

ACTIVITIES

The RFP was issued on April 28, 2023 and closed on May 30, 2023. CCU approved final cost proposal (4/29/2024); approved by AGME (6/20/24) and Legal (7/2/24); GM approved (8/14/24). Design NTP on 10/21/2024.

Change Order No.1 for additional assistance with updating Pretreatment Manual approved and Designer completed update to Pretreatment Manual and GWA submitted to USEPA (5/6/2025) for review. USEPA, GWA and Designer are currently working through Pretreatment Manual comments and further sampling and updates required for detected contaminants.

Draft 30% FOG system Design submitted 8/22/2025. Moving into 60% design, expected late January or early February 2026.

GWA processed CO No. 2 for engineer to provide additional sampling services to satisfy the requirements of the Pretreatment Manual. CO No. 2 approved 10/31/25. Pretreatment sampling started end of November and will continue through February 2026. Expecting CO No. 3 proposal for additional electrical hardening, typhoon resiliency for the Gravity Belt Thickener building soon.

B-28 Tumon & Tamuning Hot Spots S16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		Joseph Calvo	Wastewater
Sewer rehabilitation for sewer line between Holiday Resort and Guam Hyatt Hotel.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2016	6/24/2016		TGE
Construction Management	RFP-04-ENG-2019	8/6/2024		B&C
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$572,089.00	Design 100%, construction support pending
Construction Management	USEPA grants	$259,941.38	
Construction	USEPA grants	$8,248,000.00	

ACTIVITIES

- Plans for Tamuning Hotspots have been finalized.
- Permits department brought to our attention the development of a new hotel that will impact the design of the Tumon Hotspots. The designer was asked to review the proposed sewer load for the new hotel. This will likely require a change order.
- Project pending resolution of Hagåtña Main negotiations to see if this project's funding will be needed to support the construction of Hagåtña Main.

B-29 Dungca Beach Sewer Line Relocation S20-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/9/2025		Rylma Nida A. Carino (PM)	Wastewater

The existing 8-inch diameter Asbestos Cement Pipe (ACP) Sewer along Dungca Beach is among the oldest in GWA's wastewater collection system. GWA Operations conducted CCTV investigations on a limited number of existing sewer lines in the Dungca Beach area. CCTV records showed substantial deterioration in the ACP sewer line which may have reached the end of its service life. A new sewer line along the right of way will be installed and customers will be connected to the new line.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2020	4/26/2021	10/30/2025	GHD
Construction Management (CM)	IDIQ	12/15/2025	6/23/2027	AECOM
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant	$ 1,244,878.75	90%
Construction Management	USEPA Grant	$ 938,097.04	6%
Construction			

ACTIVITIES

Phase I- Trankilo Street

100% Design completed.

Juno cost estimates are approximately 5.3 million, not including Environmental cost and permits.

CATEX for the original scope of work was approved, however due to additional work that includes sheet pile wall near the existing stream, a revised CATEX is required. EA Engineering, Designer sub-contractor, is working on it. An Authorization letter was issued to GHD/EA Engineering from USEPA. Tom Konner is willing to assist GWA in coordinating with NOAA and USACOE.

For the Letter of Intent to Takagi Associates, to acquire their lot to buried artifacts. A letter was issued and waiting for response. Last follow-up on 6/24.

Phase II Lagoon Drive

The 60% design is pending due to lot acquisition for a small lift station at Lagoon Drive.

Option 1, A letter of intent was forwarded to Dr Bez and Dr Bordallo. Waiting for their response.

Option 2, To construct a packaged lift station along the easement. The GM had a meeting with the DPW Director on 8/1 to further discuss Adverse Condemnation of the 20-foot -wide public access and utility Right-Of-Way, which is not granted yet. GWA land agent follow-up with DPW the next step to move on with the plan.

B-30 Fujita Sewage Pump Station Redundant Force Main S20-003-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J. Watson	Wastewater CIP
Designer to identify redundant force main options for the Fujita SPS and provide design for selected option.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-03-ENG-2020	10/5/2022	12/2024	AECOM
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant Nos. M 96902619 & M96902621	$2,671,798.97	35%
Construction Management			
Construction			

ACTIVITIES

Conducted a site investigation on Tumon PS on 12/19 and 12/20/2024. Waiting on final report for Tumon PS. Designer working on CO for Phase II of Tumon PS. Submitted Archeological Monitoring for Geological Borehole Testing, and received report from bore tests. Change Order for additional design services for old Tumon Pump Station along with remaining design work for Fujita Pump Station now that assessments are completed approved by CCU (7/29/2025.). CO3 was approved on 9/30/2025 and designer moving to have 30% before end of year.

B-31 Hagatna Main Sewage Pump Station Redundant Force Main S20-002-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J. Watson	Wastewater CIP
Designer to identify redundant force main options for the Hagatna Main SPS and provide design for selected option and pump station rehabilitation.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2020	4/7/2021	12/2026	GHD
Construction Management	RFP-01-ENG-2025	In Procurement	12/2026	AECOM
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant No. M 96902619, M96902623-1	$1,876,473.79	67%
Construction Management	USEPA Grant No. M97T07825, ARPA-GEDA	$1,531,086.37	0%
Construction		In Negotiation	

ACTIVITIES

Hagatna Main SPS IFB-04-ENG-2025 went out for bid on 2/27/2025. Original Bid opening date of 3/28/2025, but moved to 4/11/2025. Due to bid cost at 241% of EOR estimates and only a single bidder with restrictive timeline, moved to sole source negotiation with bidder. Negotiation ongoing.

Designer moved back to working on the force main design. GHD and DCA working together for design of FM across the causeway to get it to the Hagatna WWTP. Expecting first draft of 30% in September.

Expecting revised cost the week of 9/8/2025. A&R Pacific pending revised costs from suppliers.

CM Contract (AECOM) is currently negotiated and finalizing approvals. Currently with Legal.

NTP issued to CM Contractor NTP (10/9/2025) on all Pre-construction tasks.

AR Pacific to resubmit revised proposal week of 11/2025. Discussed proposal and requested changes. Resubmitted 12/9/2025 and looking to finalize contract by end of December. Contractor working on gathering submittals for engineering review once contract in place.

GHD (Designer) working on finishing 100% design on FM design and will submit for review in November.

B-32 Hagatna Wastewater Treatment Plant Causeway and Facility Structural Analysis S20-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J. Watson	Wastewater CIP
Analysis and evaluation of Hagatna WWTP causeway bridge and facility structural integrity.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-08-ENG-2021	4/2/2021	12/2024	Duenas, Camacho & Associates, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2020 MP-Gen-Misc-05	$942,171.00	3.7%
Construction Management			
Construction			

ACTIVITIES

- CO1 sent to DCA for signature (4/27/23), and received revised CO back from DCA for processing (5/15/23); received comments from Legal (7/24/23), and signed by Legal (7/28/23), Finance (8/17/23), and approved by GM (8/18/23).
- CO2 for SCADA/Interim communication scope with Designer finalized ($761,672.00) and approved 10/8/24.
- Processing CO3 for additional scope for causeway and WWTP (clarifier, screening, & mechanical rehab) now ($116,964); CCU approved on 9/25/2024 but was waiting for PUC exception for PCD work.
- DCA working with GHD on new Force Main, along with replacement of power line, water line and communication lines along the causeway and to the WWTP and will be a part of CO4. CO4 will use approved contingency from CCU resolution on 9/24/2025.
- Culvert repairs will be top-down replacement and not touching the underside of the existing. This will reduce costs and ensure structural integrity. Underside will become sacrificial.

Considering options for causeway rehabilitation.

B-33 Hagatna Wastewater Treatment Plant Interim Disinfection S19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J	Wastewater CIP
The project is a feasibility and pilot study for the use of an interim disinfection process including development of a proposed feasibility and pilot study work plan, wastewater characterization analysis and effluent quality analysis, dosing and concentration analysis, bench and pilot scale testing, chemical sourcing, transport and storage analysis, and development of detailed technical report documenting the findings and recommendations on the implementation of peracetic acid (PAA) interim disinfection.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2019	7/25/2019	2/15/2021	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	IFCIP	$736,265.92	75%

ACTIVITIES

Chemical enhanced primary treatment (CEPT) optimization and PAA disinfection bench scale study was completed in 2019 and documented through a 7/12/2019 technical memo (TM). The TM identified repairs necessary to implement a full-scale PAA pilot project.

Contract amendment #1 was to include a life cycle analysis on PAA and UV disinfection options covering a 20-year life cycle cost, repair of flocculation tank mixers, coagulant manifold, influent flow meter, effluent isolation gate, digester, and clarifier. The repairs are needed for full-scale plant bench testing for a 1-week period.

Contract amendment #2 was to include parts for clarifier repairs, as proper clarifier operations were needed for the pilot project.

The full-scale plant bench testing was completed in 2021 and a meeting with GWA and DCA was held on 3/9/2022. GWA was to determine long-term plans for the HWWTP, which includes considerations for climate change impacts. A Water and Environmental Research Institute's 4/30/2022 "Impact of Climate Change on Guam Waterworks Authority Infrastructure" advisory paper projected a 1-foot sea level rise by the year 2050. The long-term plans for the HWWTP will be addressed under a study.

Following up on Final Tech Memo and will work to process final invoicing and start close out.

B-35 Indefinite Delivery-Indefinite Quantity Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement — S22-002-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J. Watson	Wastewater CIP
IDIQ to provide GWA with ability to design, manage, and address wastewater repairs, rehabilitation, and replacements within our sewer collection/transmission system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Project/ Construction Management	RFP-06-ENG-2022	06/2024	n/a	AECOM
Project/ Construction Management	RFP-06-ENG-2022	07/2024	n/a	Brown and Caldwell
Design/Build Construction				

FUNDING SOURCE

PHASE	S	COST	% COMPLETE
PM/CM, AECOM	GWA Bonds, USEPA SRF Grants, SDC	$5,035,054.17	22%
PM/CM, Brown and Caldwell	GWA Bonds, USEPA SRF Grants, SDC	$4,962.362.00	11%
Design/Build Construction			

ACTIVITIES

- TO No. 1: BC sent updated fees (4/4/24); AECOM signed the agreement and TO No.1 on 3/8/24; routed for GWA processing. AECOM agreement sent to AG's office for review (4/4/24); AGs commented and Legal responded (4/26/24). AGs office agreed with responses. Revise Agreement and TO1 reviewed and signed by both AECOM (5/21/24) and BC (5/28/24). No CCU approval needed.
- AECOM Agreement/TO1 hard copy routed for approval, with OPC routing to follow later; both hard copies (Agreement/TO1) signed by GM on 6/26/24 and NTP signed by AECOM for 7/1/24.
- BC Agreement/TO1 hard copy routed for approval; GM approved (7/12/24). Insurance documents received and NTP on 8/7/24.
- Scope for TO No. 2 for both AECOM and BC for CCTV work, and design of high priority gravity mains per CD, to include Capacity Assurance Projects and acute defects, as well as assistance with producing reports for EPA; CCU 10/22/2024.
- CCU approved TO2 costs (11/26/24); BC - $3,962,296 (NTP 1/17/25), AECOM - $3,786,806.57 (NTP 1/15/25).
- Both AECOM and BC starting work on CCTV for lines as part of TO No. 2; USi (CCTV sub) work ongoing. Currently CCTV on hold until January due to weather and I/I.
- AECOM Contract Amendment 2 CCU Approved 5/27/2025; BC Contract Amendment 2 CCU Approved 8/26/2025. AECOM approved in OPC, and BC resubmitted for approval in OPC.

B-52 Northern Sewer Transmission Systems

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025		Joseph Calvo	Wastewater

Condition assessment and design services for Tier 1 consent decree pump stations in Northern Guam.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-05-ENG-2024	7/29/2025	8/1/2028	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	MP-WW-Pump-01, ARPA-GEDA	$3,584,245.24	7%

ACTIVITIES

- Comments received from USEPA on Preliminary Work Plan for Tier 1 pump stations. Engineer in the process of addressing comments. Revised Work Plan will be submitted 10/31/2025.
- Smart Cover received by designer. Deployment has begun to Barrigada collection system.
- Revised Preliminary Work Plan for Tier 1 pump stations sent to USEPA 10/31/2025
- Condition assessments completed for Northern pump stations.
- Revised preliminary work plan disapproved, began addressing USEPA comments.

B-53 Southern Sewer Transmission Systems

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/16/2025		Joseph Calvo	Wastewater

Condition assessment and design services for Tier 1 consent decree pump stations in Southern Guam.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2024	8/25/2025	9/1/2028	Brown and Caldwell

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	MP-WW-Pump-01, MP-WW-Misc-02, MP-WW-Pipe-27, ARPA-GEDA	$3,277,701.01	0%

ACTIVITIES

- Comments received from USEPA on Preliminary Work Plan for Tier 1 pump stations. Engineer in the process of addressing comments. Revised Work Plan will be submitted 10/31/2025
- Revised Preliminary Work Plan for Tier 1 pump stations sent to USEPA 10/31/2025.
- Revised preliminary work plan disapproved, began addressing USEPA comments.

B-37 Ugum Water Treatment Plant Rehabilitation W22-10-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
As of 12/04/2025	Brett E. Railey, P.E.	Ernesto L. Villarin	Water & CIP
The project involves the rehabilitation or upgrades to the raw water pumps at the river intake, settling basins, membranes, pipe gallery, generator room, backwash, neutralization tank, sludge tank, thickening system, operations and chemical building, and administration building to improve plant capacity, treatment performance, and provide reliable operation of the water treatment plant.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Assessment of WTP	Task Order No. 3 IDIQ PM/CM	07/06/2021	04/2022	Duenas, Camacho and Associates, Inc.
Construction Management	Task Order No. 3 IDIQ PM/CM		04/05/2025	Duenas, Camacho and Associates, Inc.
Construction	IFB-05-ENG-2023	02/05/2024	04/05/2025	SMCC

PHASE	FUNDING SOURCES	COST	% COMPLETE
Assessment of WTP	MP-PW-SWTP-03	$173,490.00	100%
Construction Management	MP-PW-SWTP-03	$ 89,114.00	91%
Construction	2010/2013/2020 PW 09-01 2016 WW 11-03 2020 MP-PW-SWTP-02 2020 MP-PW-SWTP-03 EPA Grant M96902621	766,129.23 1,798,477.47 1,174,000.00 1,603,120.30 3,847,050.00	87.6%, Lower due to Change Order No. 3 and 4
Change Orders (1,2, and 3)	2020A MP-PW-SWTP-03 EPA Grant M96902619 EPA Grant M97T08025 EPA Grant M98T48323	2,566,911.57	
Change Order no. 4	2020 MP-PW-SWTP-03	$199,777.11	

ACTIVITIES

Activities leading up to 01/31/2024 are described in prior monthly reports.

01/31/2025 Majority of the imported parts have been received. Remaining parts with expected arrival date are chain and flight (02.15.25, submersible pumps (02.28.25), thickener assembly (02.15.25), and hydraulic lift (03.10.25).

02/28/2025 Membranes and accessories at Cell No. 1 and Cell No. 2 were installed and commissioned. Chain and flight delivered to the job site. Replacement of chain and flight

	at clarifier no. 1 is scheduled first week of March. Pre-commissioning of river pumps/motors and VFD's still in progress
03/31/2025	Chain and flight for the 2 contact tanks and 2 clarifier tanks were installed and commissioned with the presence of manufacturer's representative. Commissioning of river pumps 1 and 2 and the VFD's were successfully completed. Negotiation for Chemical Building change order is nearing completion. This change order will address the chemical storage violations cited by GEPA on their latest sanitary survey.
04/30/2025	Negotiation for chemical Building change order completed. Change order is routed for approval. Treatment Plant exterior lighting completed except light posts on the flocculation/sedimentation area, where the rusted post anchors need to be replaced. The thickener assembly was installed and commissioned. Work on two thickener pumps in progress.
05/31/2025	The installation of two thickener pumps was completed and commissioned. Installation of hydraulic lift has started. Installation of new chemical flow meters was completed. Waiting approval of change order no. 3 for chemical building that will address EPA deficiency findings.
06/30/2025	Installation of hydraulic lift was completed and commissioned. Total of 8 posts with solar lights installed at the treatment plant (6 at settling basins, 1 at backwash, and 1 at thickener), 2 of the required 3 posts with solar lights were installed at the river pump station. All indoor and outdoor wall and ceiling lightings were replaced. Still waiting approval of change order no. 3 for chemical building that will address EPA deficiency findings.
07/31/2025	Change order no. 3 was approved on July 15, 2025. This change order extended the contract completion date to February 17, 2026. Wall demolition and installation of new walls has started.
08/29/2025	Change Order no. 3 - Chlortainer submittal approved, Contractor placed order. Demolition of existing CMU wall and installation of new CMU wall continue.
09/30/2025	Partition walls separating types of chemicals were completed. Demolition of existing CMU wall and installation of new CMU wall continue.
10/31/2025	All wall demolition works completed, concreting of suspended slab between air compressor room and centrifuge room completed. Completed painting of wall and ceiling ground floor of the room converted to chemical storage room. The existing 16-inch water meter at the river pump station was replaced with new and commissioned.
11/30/2025	Completed painting of the exterior wall of Operations/Chemical Building, completed installation of ceiling lighting fixtures.

B-38 Design-Build of Pago Bay 12-inch Waterline Replacement 12303

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/04/2025	Brett E. Railey	Ernesto L. Villarin	Water & CIP

The project will complete the conceptual design prepared by GWA Engineering, structural integrity assessment of the bridge wall that will support the replacement waterline, installation of 12-inch ductile iron waterline including pipe supports, pressure testing and disinfection of new waterline, reconnection to existing waterlines, asphalt pavement restoration, disposal of existing damaged 12-inch waterline, and condition assessment of existing 16-inch waterline hanging under the Bridge.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design-Build (Construction)				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design-Build (Construction)	Bond 2010 PW 11-01 Bond 2010 PW 09-06 Bond 2020 MP-PW-Pipe-10 Bond 2020 MP-PW-Pipe-11 Bond 2020 MP-PW-Pipe-12	$25,114.00 $62,498.00 $200,000.00 $200,000.00 $12,388.00	
Construction Management			

ACTIVITIES

12/27/2024	Legal completed its review and submitted its revisions to the front end documents.
12/30/2024	Engineering incorporated the changes. Bid advertisement has been scheduled.
01/07/2025	The project was advertised for bids, submission of bids February 28, 2025.
01/14/2025	Pre-bid meeting/site inspection was held.
02/28/2025	Three (3) Addenda were issued in response to RFI's. Addendum No. 2 extended the bid submission date from February 28, 2025 to March 14, 2025 and changed the contract time from 245 calendar days to 300 calendar days.
03/31/2025	Bids were received on March 14, 2025 from 3 bidders. The lowest bid was $486,450 and the highest was $2,811,000. Engineering estimate is $500,000. The lowest bidder was asked to provide missing documents no later than April 14, 2025.
04/30/2025	Evaluation of bids completed. Bid documents and bid evaluation sent to AG's office for approval.
05/31/2025	Intent to Award letter was sent to Canton Construction Corporation, the lowest bidder, requesting to submit bonds and insurance.
06/30/2025	Contractor submitted the required performance bond and payment bond. The insurance coverage submitted is not in compliance with the requirements, still being coordinated with the Contractor.
07/31/2025	GWA Management revised the amount of insurance coverages, Canton confirmed it can provide the revised amount of insurance required.

08/18/2025	The lowest bidder, Canton Construction was given deadline of August 29, 2025 to submit all the required insurances and that failure to comply on or before the deadline may result to being a non-responsive, non-responsible bid.
09/18/2025	Canton Construction completed all requirements to proceed with the contract.
10/31/2025	Contract routing via DocuSign is complete. PO 900187 has been created with the complete contract attached and is with Brett in the approval routing. Once approvals are completed, NOA and NTP may be issued. (Contract was routed externally)
11/30/2025	NTP was issued 11/13/25. A pre-construction meeting was held on 11/21/25.

B-39 Current Balancing Unit for Deep Well Y-15

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 3/31/2025	Cheuk Nam Yam (Acting)	William F. Esteves Van Verango	Electrical & CIP

The project is a pilot project to install and evaluate the effectiveness of a Current Balancing Unit (CBU) for a GWA deep well. Current imbalances on the power supply to a 3-phase electric motor can cause the motor to overheat and shorted its life expectancy. The wells are operated by 3-phase electric motors. In its product literature, the CBU will monitor and automatically adjust the 3-phase currents to minimize the current imbalance to 3% or less. The CBU is also expected to accommodate wide fluctuations of voltages, so that even if the voltages from the utility are shifting up or down, the current stays balanced. There are other factors that can cause motor overheating but current imbalance is a condition that can happen frequently.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Conceptual Design				GWA
Construction Management				GWA
Design-Build (Construction)				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Conceptual Design			75%
Construction Management			0%
Design-Build (Construction)		$200,000.00 (estimate)	0%

ACTIVITIES

12/05/2025 This project initially designated A-09 as the project location. The location was later changed to Y-15, and this project also replaces the Power Line Conditioner Project for Y-15. Procurement was advertised in November 2024 under IFB 2025-03; however, there were no bidders. The PM team decided to combine this work into the Deep Wells D-17, Y-15, M-4 GAC System

Dieldrin Treatment Project, which is already under construction with A&R Pacific-Garney Federal JV as the contractor. Y-15 site is scheduled to be completed by November 2026.

B-42 GWA Upper Tumon Campus Improvements

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/04/2025	Cheuk Nam Yam (Acting)	Ernesto L. Villarin	Electrical & CIP

This project involves the following:

1. Phase 1 - Upper Tumon Warehouse Renovation and Meter Testing Facility Repair
2. Phase 2 – Upper Tumon Customer Service Center Renovation and Laboratory Equipment Replacement

Phase 1: Warehouse renovation involves the replacement of existing warehouse exterior structure, stairs, doors and ventilation system. May include replacement of office walls, ceilings, doors, windows and floors, and electrical rehab. Meter Testing Facility repairs of structural and water damages caused by Super Typhoon Mawar.

Phase 2: Renovation of the Upper Tumon Customer Service Center including the Information Technology and Laboratory Office areas. Replacement of Laboratory's dedicated outdoor air units.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES (PHASE 1 – Upper Tumon Warehouse Renovation)

01/07/2025 The project was advertised for bids.
01/14/2025 Pre-bid meeting/site inspection was held. Bid opening is set on March 4, 2025
02/28/2025 Three (3) Addenda were issued in response to RFI's. Addendum No. 3 extended the bid submission date from March 4, 2025 to March 18, 2025.
03/31/2025 Bids were received on March 18, 2025 from 3 bidders. The lowest bid (Base + Additive) was $1,994,540 and the highest (Base + Additive) was $3,883,379. Engineering estimate is $3,030,000.
The lowest bidder was asked to provide missing documents no later than April 14, 2025.
04/30/2025 Evaluation of bids completed. Bid documents and bid evaluation sent to AG's office for approval.
05/31/2025 CCU approved/authorized GWA management to enter into a contract with Canton Construction Corporation, the lowest bidder.
06/30/2025 PUC's scheduled meeting for the month of July was cancelled and postponed to August.
07/31/2025 PUC's scheduled meeting for the month of July was cancelled and postponed to August.
08/29/2025 Legal has not included the project in PUC agenda, it will taken on September 2025 PUC meeting.

09/25/2025 PUC order 25-09 approved petition to award Design-Build of Upper Tumon Warehouse Renovation to Canton Corporation.
09/29/2025 Intent to Award letter was sent to Canton Construction.
10/31/2025 Pending COI, Payment and Performance Bonds and Secretary's Certificate to proceed with Contract Administration and NTP.
11/30/2025 Payment and performance bonds were accepted along with COI's. Processing of contract was initiated for approval.

ACTIVITIES (PHASE 2 – Laboratory Equipment Replacement)
02/28/2025 Preparation of IFB bid package in progress.
03/31/2025 IFB Front end documents approved by Legal. IFB is expected to be out by mid-April
04/30/2025 Bid documents sent to AG for approval prior to bid advertisement.
06/30/2025 Project was advertised for bids on June 16, 2025. Mandatory attendance to pre-bid meeting and site visit held on June 20, 2025. Bids submission dates is scheduled on July 15, 2025.
07/31/2025 Addendum No. 1 was issued changing the bid submission date from July 15, 2025 to July 29, 2025. Bids were opened on July 29, 2025, Only two (2) bids were received with the lowest bidder submitting $292,000.00 and the other submitting $540.162.48.
08/29/2025 Completed bid evaluation and recommendation. Notice of Intent to Award was issued on August 13, 2025. Contracting working on required bonds and insurances.
09/30/2025 Certificates of Insurance submitted by Hydroaire was transmitted to Legal for Review.
10/31/2025 PO 900143 approval via OPC is complete. Unexecuted contract is being routed for signatures.
11/30/2025 Contract approval was completed. NTP was issued on 11/14/25 and pre-construction meeting was held on 11/21/25.

B-43 Design-Build GWA SCADA Phases 1 & 2

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 11/07/2025		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design			11/28/2025	
Construction Management				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

GWA intends to first install SCADA Server Hardware and Software along with appurtenances such as surge protection, uninterruptable power supplies, cybersecurity monitoring, communication switches, etc.
Through an existing IDIQ Contract with Duenas, Camacho, and Associates, GWA has engaged negotiation with Jacobs Engineering Group to specify this GWA Central SCADA Server. We have finalized on the scope of this sub-task. Currently waiting for pricing, expecting response by mid November. It is anticipated that this sub-task will be completed quickly, it is anticipated that the IFB Procurement Package for the Central SCADA Server will be ready for advertisement by Q2 FY2026.

B-44 SCADA Water Phase 3

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

B-45 SCADA SCADA Phase 4

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

B-46 Rojas-Harmon Stormwater Drainage Improvements Design 42306

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
12/01/2025	Prudencio F. Aguon	Vincent Edward T. Laguana	Planning
For design of stormwater infrastructure in Harmon Rojas Street to alleviate flooding issues. Mutually beneficial project for GWA and DPW.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-07-ENG-2023	7/1/24	7/1/2025	GHD, Inc

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	SO-98T45501-01	$871,765.99	55%

ACTIVITIES

All current invoices have been processed. No new invoices received.

Stormwater easement acquisitions are on-going and being done by DPW.

Revised MOU to include property acquisition and easement acquisition is pending signature from GWA GM.

Meeting with AGME and GWA GM had occurred. Offer letter to be sent to Mrs. Kao property owner.

GM to have meeting with Harmon Industrial Park Association to garner support possible collaboration.

Another meeting with GM and AGME needed after response to offer letter and easement acquisition letters are received by GWA.

B-47 Temporary Water Booster Pump on Juan Sarmiento Street, Santa Rita 12504

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/04/2025	Cheuk Nam Yam (Acting)	Ernesto L. Villarin	Electrical & CIP

This project will provide a temporary booster station as an interim solution to provide adequate water pressure to customers located in the upper elevation of Juan P. Sarmiento Street, Santa Rita. The ongoing CIP projects are intended to address water pressure problems; however, they will take a couple of years to complete.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				GWA
Construction Management				GWA
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design			95%
Construction Management			0%
Construction			0%

ACTIVITIES

07/30/2024	GWA sent a letter to DPW Director requesting approval of a temporary utility easement for the proposed water booster pump station.
10/31/2024	DPW Director approval of the temp utility easement is pending.
11/20/2024	Drawings and Basis of Design were submitted to the Engineer Supervisor for review and comments.
01/31/2025	Design drawings, front end documents, and specifications in progress. Target completion by mid-February 2025.
02/28/2025	Conceptual Design drawings, front end documents and specifications undergoing final review. Design Build Bid package to be complied in OPC negotiation No. CIP-202500014.
03/31/2025	IFB expected to be out by mid-April 2025.
04/30/2025	IFB to be advertised May 8, 2025, bid submission on May 23, 2025.
05/08/2025	IFB was advertised.
05/15/2025	Conducted pre-bid conference and project site visit.
05/29/2025	Addendum no. 1 was issued extending the bid submission date to 6/26/25.
06/26/2025	Bids were received from two (2) bidders. The lowest bid was $794,460.00 and the other bid was $852,450.00.
06/30/2025	A letter requesting additional information regarding availability of equipment for this project was sent to the lowest bidder.
07/31/2025	The lowest provided responded to GWA letter requesting additional information. After receipt of the additional information, a bid evaluation was prepared recommending award

	of the project to the lowest bidder, Korando Corporation. Bid documents being prepared for submittal to OAG for review.
08/21/2025	Notice of Intent to Award was sent to Korando Corporation. Bidder advised to submit the required bonds and insurances.
09/30/2025	Still awaiting submittal of required bonds and insurances.
10/31/2025	Contractor has submitted performance bond, payment bond, and certificates of insurance (COI). COI is with Legal for review.
11/30/2025	COI was reviewed by Legal Counsel and suggested some changes. The required changes were relayed to the Contractor. Contractor is working on the change to the COI.

B-50 Deep Well VFD and Electrical Upgrade

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
	Cheuk Nam Yam (Acting)	William F. Esteves	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	REQ-2026-700055			
Construction				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design			
Construction			
Construction Management			

ACTIVITIES

05/27/2025	CCU Resolution NO. 39-FY2025 authorized the management of GWA to petition to the PUC for the procurement of professional engineering design services.
10/30/2025	PUC Docket 25-11 authorized GWA to issue a solicitation to procure professional engineering design services.

M.Completed CIP Projects within the past year

i. Talofofo Sewer Improvement (Completed 02/2024)

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ii. Bayside Sewer Pump Station Rehabilitation (Completed 03/2024)
iii. Casimiru Waterline Replacement (Completed 06/2024)
iv. Reifsnider Street Waterline (Completed 08/2024)
v. Temporary Booster Pump Station Consolacion Street, Asan (Completed 04/2024)
vi. Groundwater Production Meter Replacement (Completed 10/2024)

GUAM WATERWORKS AUTHORITY

Engineering Monthly Report
January 2026

Prepared by:

Brett Railey, P.E.
Assistant General Manager of Engineering

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This Engineering Report summarizes activities for the month of December 2025.

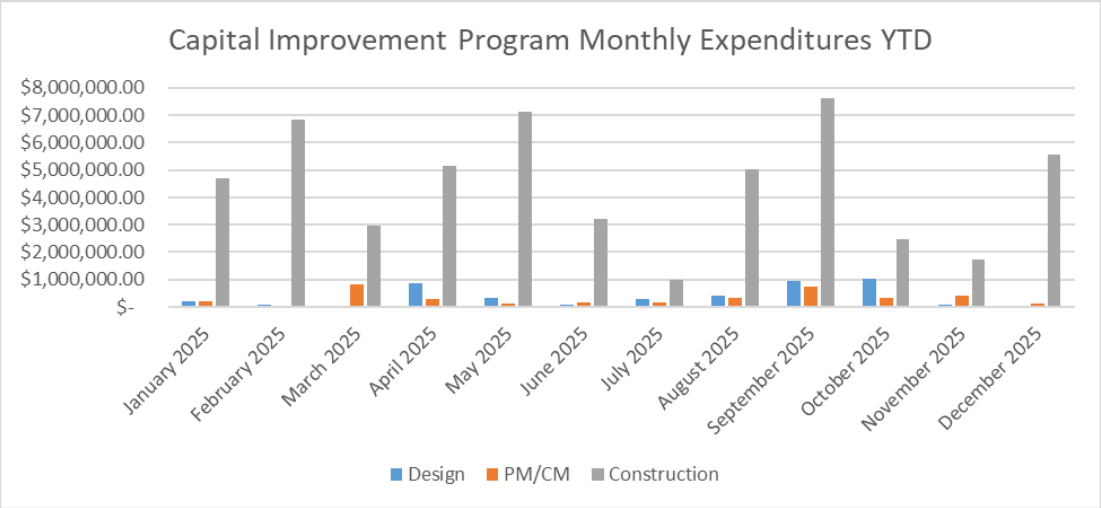
A. CIP Encumbrances

Engineering Encumbrances by Work Type				
Month	**Design**	**PM/CM**	**Construction**	**Month Total**
January 2025	$ 4,479,746.00	$ 3,786,806.57	-$ 793,296.88	**$ 7,473,255.69**
February 2025	$ -	$ -	$ -	**$ -**
March 2025	$ -	$ -	$ 879,599.50	**$ 879,599.50**
April 2025	$ 752,022.00	$ -	$ 25,034,532.88	**$ 25,786,554.88**
May 2025	$ 166,499.00	$ -	$ 56,178.66	**$ 222,677.66**
June 2025	$ -	$ 587,750.00	$ 154,231.54	**$ 741,981.54**
July 2025	$ -	$ -	$ 1,784,913.72	**$ 1,784,913.72**
August 2025	$ 6,861,946.25	$ -	$ 199,777.11	**$ 7,061,723.36**
September 2025	$ 2,521,420.10	$ 152,317.00	$ 6,679,920.97	**$ 9,353,658.07**
October 2025	$ 524,131.20	$ -	$ 84,186.32	**$ 608,317.52**
November 2025	$ 190,475.00	$ 273,352.00	$ 94,550.55	**$ 558,377.55**
December 2025	$ 741,906.00	$ -	$ 18,350.58	**$ 760,256.58**
Total	**$ 16,238,145.55**	**$ 4,800,225.57**	**$ 34,192,944.95**	**$ 55,231,316.07**

Engineering Encumbrances by Funding Type				
Month	**Bond**	**Grant**	**Other**	**Month Total**
January 2025	$ 6,955,871.69	$ 517,384.00	$ -	**$ 7,473,255.69**
February 2025	$ -	$ -	$ -	**$ -**
March 2025	$ 879,599.50	$ -	$ -	**$ 879,599.50**
April 2025	$ 7,802.70	$ 25,778,752.18	$ -	**$ 25,786,554.88**
May 2025	$ 222,677.66	$ -	$ -	**$ 222,677.66**
June 2025	$ 741,981.54	$ -	$ -	**$ 741,981.54**
July 2025	-$ 214,769.08	$ 1,999,682.80	$ -	**$ 1,784,913.72**
August 2025	$ 5,977,478.12	$ 1,084,245.24	$ -	**$ 7,061,723.36**
September 2025	$ 689,702.97	$ 8,663,955.10	$ -	**$ 9,353,658.07**
October 2025	$ 568,618.52	$ 39,699.00	$ -	**$ 608,317.52**
November 2025	$ 558,377.55	$ -	$ -	**$ 558,377.55**
December 2025	$ 741,906.00	$ 18,350.58	$ -	**$ 760,256.58**
Total	**$ 17,129,247.17**	**$ 38,102,068.90**	**$ -**	**$ 55,231,316.07**

B. CIP Expenditures

Capital Improvement Project Monthly Expenditures				
Month	**Design**	**PM/CM**	**Construction**	**Month Total**
January 2025	$ 223,726.25	$ 190,427.32	$ 4,712,363.17	**$ 5,126,516.74**
February 2025	$ 87,768.00	$ 44,520.86	$ 6,843,569.34	**$ 6,975,858.20**
March 2025	$ 23,155.00	$ 836,869.10	$ 2,951,212.75	**$ 3,811,236.85**
April 2025	$ 873,472.46	$ 298,653.93	$ 5,155,719.69	**$ 6,327,846.08**
May 2025	$ 341,799.48	$ 123,434.72	$ 7,124,499.74	**$ 7,589,733.94**
June 2025	$ 63,669.54	$ 164,297.23	$ 3,215,114.11	**$ 3,443,080.88**
July 2025	$ 292,640.44	$ 160,605.65	$ 990,699.91	**$ 1,443,946.00**
August 2025	$ 400,928.84	$ 325,359.29	$ 5,022,286.88	**$ 5,748,575.01**
September 2025	$ 932,746.90	$ 747,008.37	$ 7,606,464.12	**$ 9,286,219.39**
October 2025	$ 1,035,742.81	$ 347,195.62	$ 2,486,673.50	**$ 3,869,611.93**
November 2025	$ 69,722.47	$ 432,834.53	$ 1,714,349.84	**$ 2,216,906.84**
December 2025	$ 14,130.93	$ 127,201.01	$ 5,572,406.22	**$ 5,713,738.16**
Total	**$ 4,359,503.12**	**$ 3,798,407.63**	**$ 53,395,359.27**	**$ 61,553,270.02**



C. Water Capital Improvement Projects (CIP)

I. Court Order Projects Summary

1) There have been 12 new concrete reservoirs constructed and 12 steel reservoirs repaired to date.

Concrete Reservoirs	Steel Reservoirs
Barrigada No. 1, No. 2	Santa Ana No. 2
Chaot No. 1, No. 2	Mangilao No. 1, No. 2
Agana Heights No. 1	Astumbo No. 1
Tumon No. 1	Yigo No. 3
Barrigada Heights No. 1	Agat-Umatac
Yigo No. 1, No. 2	Windward Hills
Astumbo No. 2	Santa Ana No. 1
Santa Rosa No. 2	Upper Nimitz, Lower Nimitz
Sinifa No. 2	Kaiser
	Pigua Merizo

1) There are a total of four (4) steel reservoirs remaining to be rehabilitated by December 2025. Three (3) steel reservoirs (Santa Rosa No. 1, Sinifa No. 1 and Umatac Subdivision) are currently under repair. Umatac Subdivision tank placed online 8/30, but was taken back offline due to leaking drain line pending additional repairs. Umatac Subdivision will be back online next week. The Pigua Merizo repairs were completed and the tank placed online Sept. 12. The final tank repair work for Malojloj reservoir had to be re-bid. One bid was received and GWA is finalizing the construction contract for this work.

2) There are 3 new concrete reservoirs (Tamuning No. 2, Manenggon No. 2, and Ugum No. 2) that need to be constructed by December 2025. All three sites have started construction. The Tamuning No. 2 is anticipated to be completed by the end of 2025. The contractor reports Manenggon No. 2 will also be completed by the end of 2025, however it appears likely that some additional time may be required. The Ugum No. 2 reservoir will require additional time to complete – US EPA has been notified.

II. The project status of the Water CIP that are currently in construction is shown in Table II.

III. The project status of the Water CIP that are currently in design is shown in Table III.

Table II. Project Status of Water CIP that are currently in construction

Project No.	Project Name	Start	Expected Completion	Project Status
Water CIP Construction				
IFB-01-ENG-2023	**Tamuning, Manenggon***	1/22/2024	6/2025	Project ongoing, negotiation with contractor for time extension.
IFB-02-ENG-2019	**Pressure Zone Realignment Phase 1**	4/2/2020	9/2025	Project completed
IFB-02-ENG-2019	**Pressure Zone Realignment Phase 2**	7/1/2024	6/2026	Project ongoing
IFB-06-ENG-2023	**Ugum Reservoir No.2**	2/3/2024	12/2025	Project ongoing
IFB-06-ENG-2019	**Tank Repair/Bypass**			
	Kaiser	10/1/2023	1/2025	Tank in service
	Astumbo No.2	11/1/2022	10/2024	Tank online, pending testing and commissioning.
	Upper (10,000 gallon) and Lower Nimitz (3000 gallon)	12/1/2023	8/2024	Tank in service
	Pigua	8/1/2023	1/2025	Disinfection ongoing
	Malojloj	9/2025		Contract phase
	Umatac Subdivision	9/2024	8/2025	Tank in service
IFB-05-ENG-2023	**Ugum Water Treatment Plant Rehabilitation**	2/5/2024	2/2026	Project ongoing
IFB-01-ENG-2019	**Santa Rosa Concrete Tank (1 MG) & New Santa Rosa BPS**	9/30/2019	9/2024	Santa Rosa Concrete Tank online. Santa Rosa BPS work ongoing.
IFB-01-ENG-2019	**Santa Rosa Steel Tank Repair**	5/1/2024	9/2025	Steel tank repair work ongoing.
IFB-01-ENG-2019	**Sinifa Steel Tank Repair**	7/1/2024	8/2025	Steel tank repair work ongoing.
IFB-01-ENG-2024	**Deep Well A-23 & A-25 GAC Filter**	8/1/2024	10/2026	Project ongoing

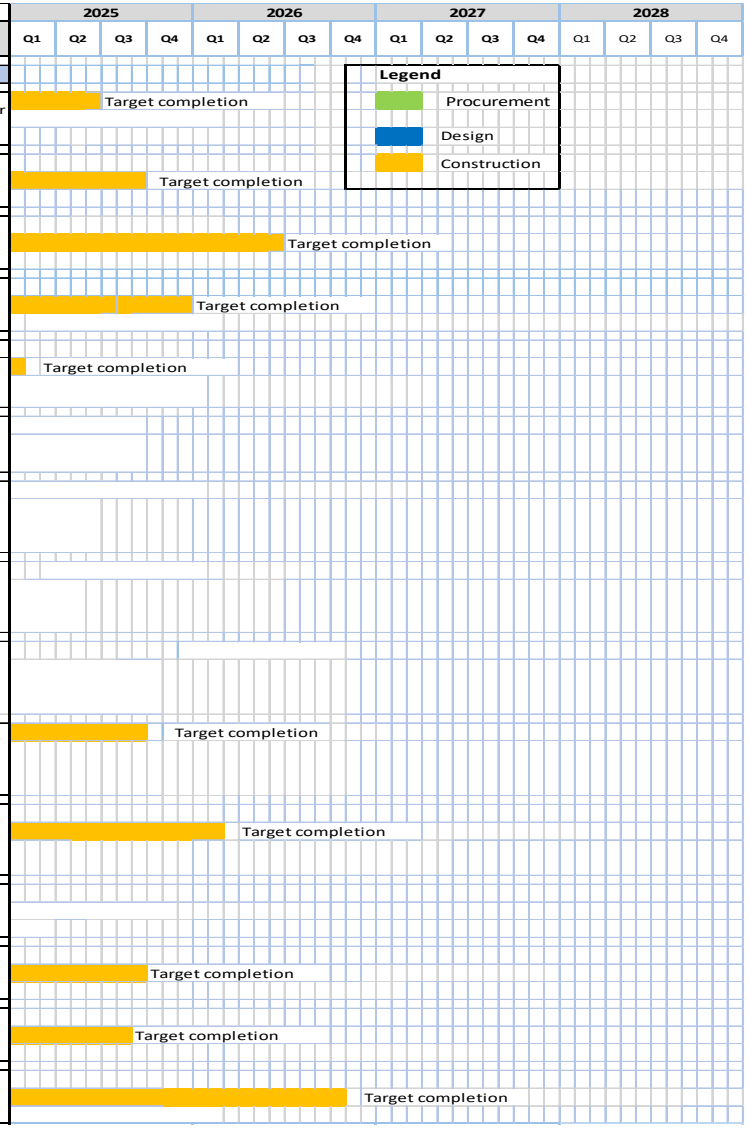
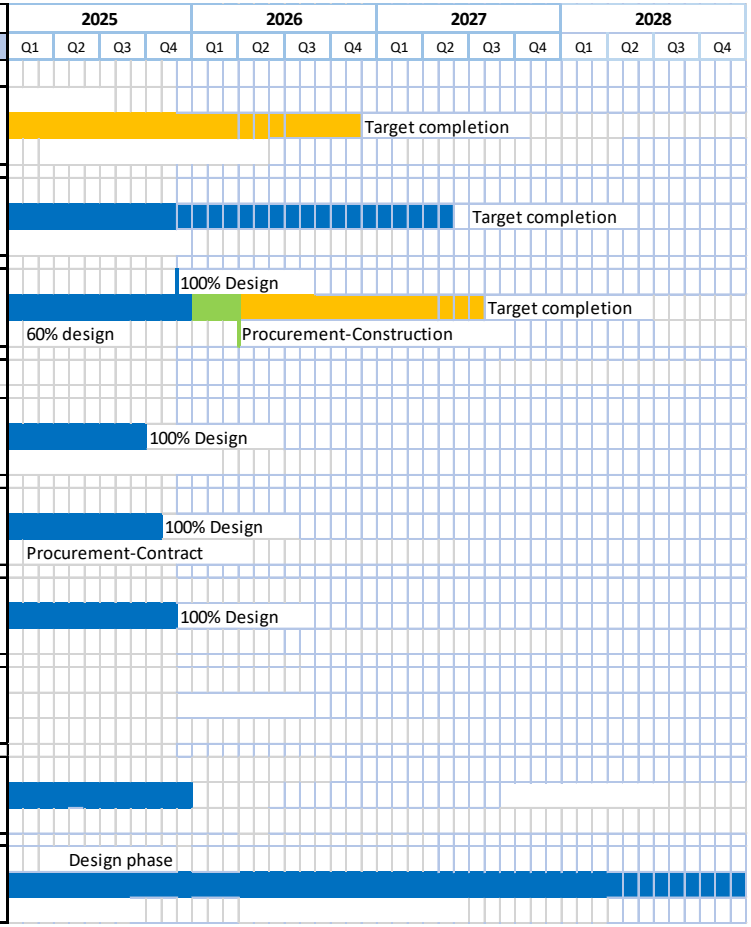


Table III. Project Status of Water CIP that currently in Design

Water CIP Design				
RFP-04-ENG-2019	**Deep Wells D-17, Y-15, M-4 GAC Systems**	9/1/2025	11/2026	Contract phase
RFP-04-ENG-2024	**Deep Wells: Emerging Contaminants Water Treatment**	9/1/2025	5/2027	Contract phase
RFP-03-ENG-2018	**Pressure Zone Realignment Phase 1-5**	8/16/2018	12/2025	Phase 3 60% design and targeting 100% design by January 2025
	Water Loss Program			
RFP-03-ENG-2022	**General Pipe Replacement**	6/1/2024	6/2026	30% design and BOD for Talofofo
RFP-04-ENG-2022	**ACP Pipe Replacement**	7/1/2024	6/2026	60% design
RFP-07-ENG-2022	**District Meter Areas (DMA)**	8/1/2024	12/2025	60% design
RFP-01-ENG-2022	**Undersize Pipe Replacement**	8/1/2024	11/2025	Contract phase
RFP-03-ENG-2023	**Waterline Replment' at Various Bridges**	2/22/2024	12/2025	Basis of Design completed, pending Change Order to include additional sites
RFP-06-ENG-2023	**Santa Rita Springs Design RFP**	9/2025	6/2029	Contract phase



D. Wastewater Capital Improvement Projects (CIP)

I. Consent Decree Projects Summary

1) There are four (4) Capacity Assurance Projects in assessment and design:
    a) Route 12 at Route 2 in Agat (approximately 1 mile)
    b) Barrigada Pump station sewer lines along Route 10 (approximately 1 mile)
    c) Route 1 Dededo (approximately 4 miles)
    d) Route 4 Merizo (approximately 3 miles)

    NTP for Task orders for the assessment, design, and construction management work were issued in January 2025, and assessments and design are currently ongoing.

2) There are three (3) Pump Station Priority Projects that are required for GWA to complete all necessary improvements within the next two (2) or three (3) years from the Effective Date of the Partial Consent Decree:
    a) Ypao (3 years)
    b) Hagatna Main (2 years)
    c) Mamajanao (3 years)

    Hagatna Main Pump Station IFB was advertised February 27, 2025, and bid opening was conducted on April 11, 2025. This IFB received one bid proposal at over 240% if the Engineer's Estimate. Due to single bidder and restrictive time limits, we have moved into sole source negotiations with the single bidder, and negotiations are in progress.

    Mamajanao and Ypao Pump Station assessments were conducted in March and April 2025 and finalizing a Basis of Design. Next step will be to move into 60% design to accelerate timeline and enter bidding by March 2026.

3) Engineering is working with Operations to complete assessment of the gravity lines to determine which existing gravity lines are rated as acute defects. It is a compliance requirement that the repair of the acute defects be completed within 18 months of the effective date if work is performed by GWA Operations, or within 24 months of the effective date of the partial consent decree if the work is performed by a third-party contractor. To achieve these goals, Operations is currently working through acute defect repairs they can do in-house, while we are using our Task Orders to assess and address acute defects that require third-party contractors.

4) There are three (3) Tier 1 pump stations out of 23 that are in design as part of a separate design task order or RFP. Design and CM contracts for the Northern and Southern Sewer Transmission Systems were signed in August 2025 and assessments started for the remaining 20 Tier 1 pump stations in October. Both A/E firms will have staff on island in January and February 2026 to continue assessments started in October.

Additionally, Sewer Pump Stations Preliminary Work Plan submitted on August 8, 2025. Currently working through comments from USEPA and updated report and checklist for the Preliminary Work Plan will be submitted by January 12, 2026.

5) The Effective Date of the Partial Consent Decree is August 9th, 2024.

II. The project status of the Wastewater CIP that is currently in construction is shown in Table IV.

III. The project status of the Wastewater CIP that is currently in design is shown in Table V.

E. Electrical & Capital Improvement Projects (CIP)

Refer to Table VI for projects status of the Electrical & Capital Improvement Projects. Pago Bay Waterline Replacement is a Water CIP but it is currently being managed under the Electrical & Capital Improvement Projects.

Table IV. Wastewater CIP that are currently in Design are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Wastewater CIP Design & CM				
RFP-02-ENG-2024	Adacao Water & Sewer Infrastructure -CM/PM	11/30/2024	12/30/2026	Currently negotiation phase
RFP-09-ENG-2022	Adacao Water & Sewer Infrastructure	6/3/2024	12/31/2026	100% design pending comments
RFP-01-ENG-2020	Dungca Beach Sewer Line Relocation			
	Phase I Trankilo Street	4/26/2021	7/5/2026	Design, environmental assessment ongoing
	Phase II Lagoon Drive	4/26/2021	6/30/2027	60% design. Awaiting utility easement verification
RFP-03-ENG-2020	Fujita SPS Redundant Force Main	10/5/2022	4/2026	30% design
RFP-02-ENG-2020	Hagatna Main SPS Redundant Force Main	4/7/2021	12/2025	Pump station design complete. Forcemain design 60%
RFP-08-ENG-2021	Hagatna Wastewater Treatment Plant Causeway and Facility Structure Analysis	4/2/2021	1/2026	30% design, waiting cost proposal for SCADA implemetation
RFP-05-ENG-2023	Fats, Oils, Grease Receiver Station Design	7/1/2024	4/2026	30% design
RFP-09-ENG-2022	Gil Breeze Subdivision Water and Sewer	11/1/2024	4/2026	30% design; negotiating property for pump stations
RFP-06-ENG-2022	IDIQ Island-wide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Design-Consent Decree Capacity Assurance Projects			
	Route 12 at Route 2, Agat	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Barrigada Pump Station Sewer Lines	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Route 1, Dededo	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Route 4, Merizo PS 14 to PS18	6/1/2024	12/31/2027	Contract, CCU for task order#2 approval
	Wastewater Transmission System Design and Management Services			
RFP-05-ENG-2024	Northern and Central	8/1/2025	12/2026	project ongoing
RFP-06-ENG-2024	Southern and Central	8/1/2025	12/2026	project ongoing
Other CIP Design				
RFP-07-ENG-2023	Rojas Harmon Stormwater Drainage	5/27/2024	12/2025	Project ongoing

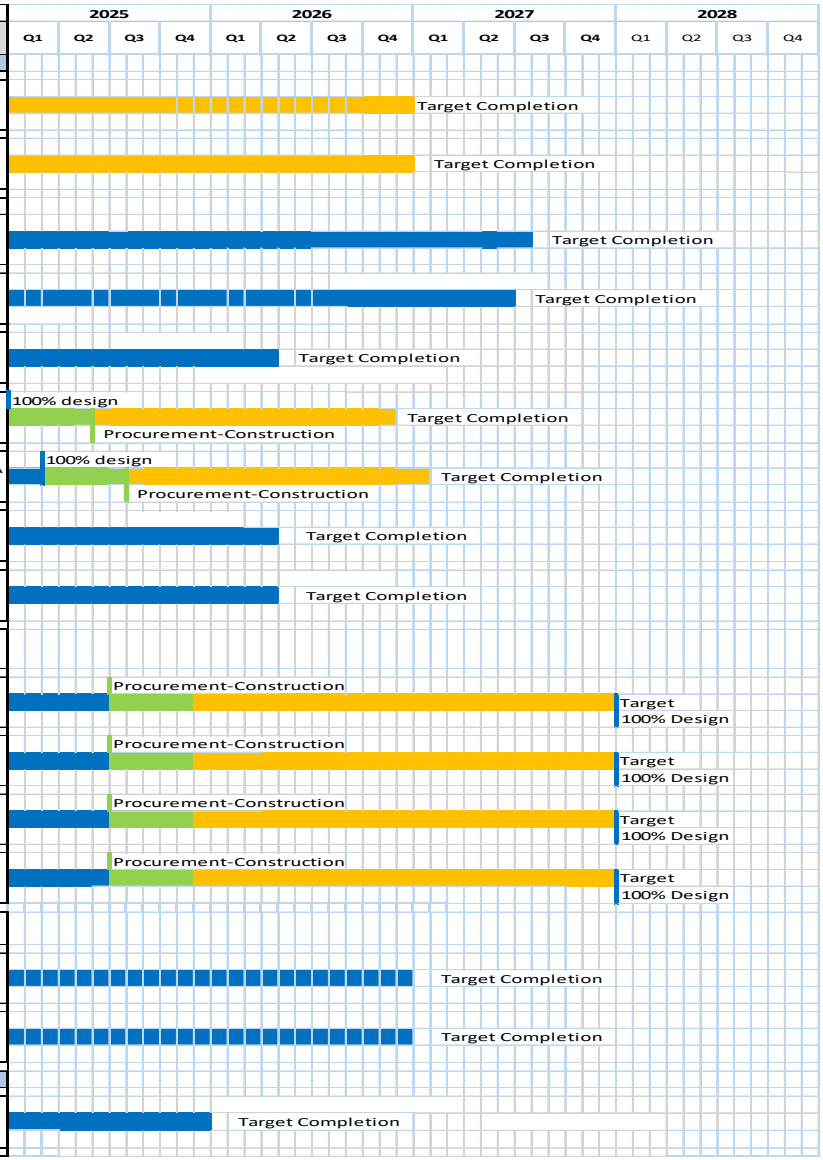


Table V. Wastewater CIP that are currently in Construction are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Wastewater CIP Construction				
IFB-03-ENG-2024	**Adacao Water & Sewer Infrastructure**	12/30/2024	12/30/2026	Bid due October 11, 2024
IFB-07-ENG-2023	**Aplacho Drainage and Roadway Improvements**	7/22/2024	6/15/2025	Project is completed
IFB-01-ENG-2021	**Yigo SPS Flood Mitigation and Facility Rehabilitation**	4/26/2021	11/2025	SCADA systems installed pending commissioning

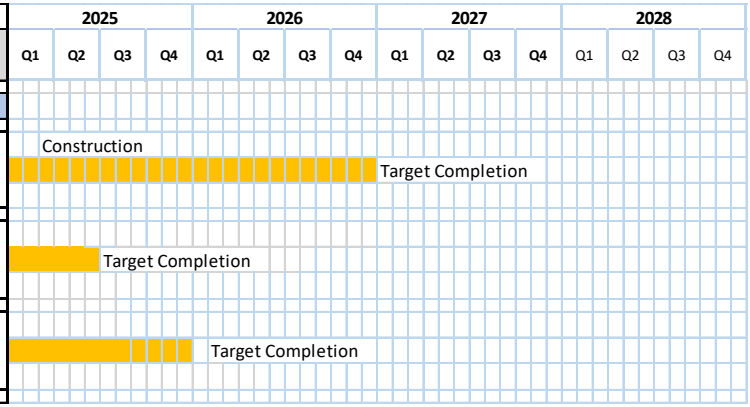
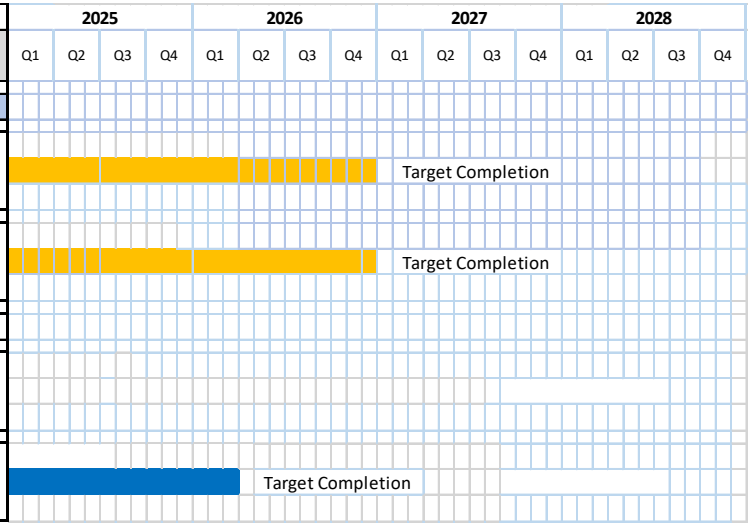


Table VI. Electrical and Capital Improvement Projects that are currently in design are shown below.

Project No.	Project Name	Start	Expected Completion	Milestone
Electrical-Capital CIP Design-Build				
Planning for Procurement	**Design-Build of Pago Bay 12-inch Waterline Replacement**	7/2024	12/2026	contract phase
Planning for Procurement	**Upper Tumon Warehouse**	8/2024	12/2026	contract phase
	SCADA Improvements			
Planning for Procurement	**SCADA & Electrical Controls for Ugum Water Treatment Plant**	8/2025	8/2027	Planning
Planning for Procurement	**SCADA & Electrical Controls for Hagatna Wastewater Treatment Plant**	8/2025	8/2027	project ongoing



F. Permits

The Completed Permits table below lists the number of work orders completed by Permits inspectors/engineers for customer requests related to certain permits or utility services. It also summarizes the total work orders completed 'year to date' up to December. The table is updated in this Monthly Engineering Report for December 2025.

COMPLETED PERMITS

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year to date total
Building Permit	4	16	13	1	9	8	18	22	11	15	3	0	120
Occupancy Permit	13	6	2	9	3	8	3	7	9	6	4	3	73
New Meter Installation	18	4	24	21	14	10	28	16	32	40	28	31	266
Sewer Application	2	0	2	4	3	1	2	0	2	1	0	0	17
Sewer Inspection	1	0	0	0	1	0	1	0	0	1	0	0	4
Private Utility Acceptance	0	0	0	0	0	0	0	0	0	0	0	0	0
Relocation of Water Meter	1	1	0	5	1	5	1	0	2	9	0	0	25
Tapping-Water	2	0	2	1	2	1	2	0	0	3	1	1	15
Tapping-Sewer	1	0	2	0	0	0	1	0	0	0	1	1	6
Utility Clearance	26	18	40	9	5	2	22	12	16	17	21	12	200
Highway Encroachment	6	2	0	2	6	2	10	7	4	3	6	1	49
Verification of Utilities	7	10	7	5	17	22	8	14	12	22	12	14	150
Fire Flow Test	4	3	4	3	8	1	2	3	0	2	2	3	35
Schedule Water Outage	0	0	0	3	2	0	0	1	0	0	0	0	6
GPA Utility Clearances	13	10	25	15	15	7	15	14	19	13	7	5	158
GTA Utility Clearances	4	2	0	1	2	1	2	4	8	2	1	2	29

AVERAGE PROCESSING TIME FOR COMPLETIONS (DAYS) FOR DECEMBER 2025

The Average Processing Time for Completions (Days) for the Calendar Month table below summarizes the average time of days it took to complete each type of work order for certain permits or utility services. For example, to calculate the average processing time for New Meter Installations in December 2025, we added up the total number of days to complete each of the 31 New Meter Installations (1886 days in total), then divided the 1886 total days by the 31 completed New Meter Installations to obtain an average processing time of 61 days. For December 2025, New Meter Installation processing time ranged from 0 to 433 days.

	2025											
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Building Permit	41	52	35	23	97	114	80	42	44	88	61	0
Occupancy Permit	1	1	1	0	0	0	0	0	0	0	0	0
New Meter Installation	153	14	148	135	114	115	32	45	99	161	59	61
Sewer Application	3	0	0	0	13	0	0	0	0	0	0	0
Sewer Inspection	85	0	0	0	21	0	49	0	0	11	0	0
Private Utility Acceptance	0	0	0	0	0	0	0	0	0	0	0	0
Relocation of Water Meter	95	19	0	425	15	795	30	0	42	72	0	0
Tapping-Water	68	0	10	41	35	7	14	0	0	85	8	238[a]
Tapping-Sewer	7	0	10	0	0	0	27	0	0	0	116	23
Utility Clearances	21	9	11	3	7	25	6	11	11	13	6	7
Highway Encroachment	0	1	0	0	0	0	0	0	0	0	0	0
Verification of Utilities	14	18	30	33	27	29	17	16	20	20	22	19
Fire Flow Test	12	18	13	23	8	5	18	18	0	9	6	44
Schedule Water Outage	0	0	0	8	23	0	0	14	0	0	0	0
GPA Clearances	8	9	9	3	6	1	3	12	16	11	6	6
GTA Clearances	85	18	0	0	0	5	6	1	11	9	7	16

Subscript comments are based on what occurred during the month of DECEMBER.

a: The one Water Tapping closed for the month took over 200 days to complete due to plan revisions and coordination to meet permitting and highway encroachment requirements.

G. 2025 Application Review Committee (ARC)

The Application Review Committee (ARC) in Guam serves a critical function for the Guam Land Use Commission. The ARC helps maintain organized, lawful development and balances growth with environmental and community needs. Its primary purpose is to evaluate and review land use and land development applications related to various governmental and regulatory matters such as:

1. **Land Use and Development**: Ensuring compliance with regulations and sustainable growth.
2. **Environmental Impact**: Assessing projects for environmental protection.
3. **Business Permits**: Reviewing business-related permits and licenses.
4. **Community Services**: Approving applications for public services like housing and healthcare.
5. **Inter-agency Coordination**: Facilitating input from relevant government agencies.

CURRENT MONTH	NO. OF ACTIVE ARC APPLICATIONS	NO. OF ARC APPLICATIONS PROCESSED/SIGNED
JANUARY 2025	3	5
FEBRUARY	4	8
MARCH	4	4
APRIL	4	3
MAY	4	4
JUNE	4	4
JULY	7	7
AUGUST	6	6
SEPTEMBER	4	2
OCTOBER	10	10
NOVEMBER	4	8
DECEMBER	3	5

H. Geographic Information System (GIS)

During the month of December 2025, the GIS Section did some edits / updates on the Water and Sewer System Geodatabases, map request from various sections within Engineering and other divisions were responded to, participated in Consent Decrees GoTo meetings, GIS Help Desk assistance, updated the Portal, GIS QA / QC Plan, worked on “Maps to Be Drawn” from the surveyed GWA Property maps into the GIS, conducted calculations and field work in Dededo and Yigo, and worked on a SOW for the ESRI governance report.

Sewer System Updates

3 new sewer lines were created this month. The total linear footage is 480 feet, which equates to 0.09 miles. 20 sewer lines were edited this month. The total linear footage is 10,625 feet, which equates to 2.01 miles.

Water System Updates

1 new water line was created this month. The total linear footage is 3,695 feet, which equates to 0.6 miles. 4 water lines were edited. The total liner footage was 3,949 feet, which equates to 0.7 miles.

Map Requests

The GIS Section receives request for maps in various forms. The Engineering Division requested the following:

- Assisted Joe Calvo with map and data request for a sewer main line on Route 10 in Mangilao and Chalan Pago. Pago Bay intersection to the Barrigada Tri-intersection.

- Assisted Van Verano with map requests for Wells D-17, Y-15 and M-04.

GIS Participation in Consent Decree GoTo Meetings

Participation in weekly and bi-weekly meetings in the beginning of the month.

GIS Help Desk Assistance

The GIS Section is constantly sought after to answer simple and challenging questions about the usage of the GIS, as well as installing updates and GIS data on new workstations. We are more than willing to assist. Below were the sections and customers that were helped.

a. Answered any and all questions on the GIS software.

b. Installed AutoCAD 2025 on Tom Cruz and Ernie Villaren.

c. Assisted Paul Franquez with his Granite Network connection.

Updated the Portal

The water, wastewater, and customer information were updated on the GWA Portal.

GIS QA / QC Plan

337 Grids for Water and Sewer to QA / QC

Sewer 3 grids completed 334 left to go.

Water 0 grids completed 337 left to go.

Maps to draw in the GIS

Current count 48 map sets to draw.

65 Phase I Survey maps, 3 completed

77 Phase 2 Survey maps, none completed

New Area Development has 32 maps, none completed

Calculations and Field Work

- Calculated map points and field verified the sewer right-of-way for Lot 7, Block 1, Tract 10421, Yigo.

- Located a second meter on Bada Road.

Scope of Work for ESRI governance report

- Created a preliminary SOW using the elements of the ESRI governance report.

I. Land Management

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. 2nd 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. 01/02/2024: sent update status email to DCA. 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. 1st appraisal report submitted to GWA 05/11/2022. 2nd appraisal submittal to GWA 09/20/2022. Appraisal report sent to GM/legal counsel for review, approval and response 09/22/2022. Request for updated Appraisal report sent to TG Engineers for cost estimate 09/28/2023. Garrett stated updated appraisal report cost is $2500 each. Funding needs to be requested. 10/02/2023
Asan Springs	Asan-L501	Federal	• 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.
Sewer & Stormwater Improvement Project (Harmon Sink)	L5166-2-6-2-1; L5166-2-6-2-2; L5166-2-6-2-R2; Tamuning	Private	• GWA letter of interest sent and received by property owner (Anna Kao) 11/24/2025 • GWA offer letter sent and received by property owner (Anna Kao) 12/10/2025

J. Planning Activities for December 2025

1. FEMA Preliminary Damage Assessments – Planning is responsible for the coordination, preparation and submission of Preliminary Damage Assessments for Typhoon Mawar
    a. Monthly meetings with GWA Management and support staff in order to report updates, communicate challenges and coordinate the execution of work.
    b. Documentation and FEMA claims – Planning is Project Manager for putting gathering documentation to support FEMA claims and ensuring reimbursements. Planning successfully submitted for $1.4M claim for CAT B Emergency Protective Measures
    c. Coordination with Asset Management team and Engineering to execute remaining repairs/damages from Mawar
    d. COVID-19 Claim closeout this month with Guam Recovery Office.

2. Engineering Project Management –Due to the number of CIPs and to further support the Engineering CIP. Planning is also serving as the Project Manager or Deputy Project Manager for the following design/construction projects:
    a. Rojas Harmon Stormwater Drainage Improvements Design RFP
    b. Aplacho Roadway and Drainage Improvements Construction – IFB

3. Department of Interior Grant Training – Planning is also assisting GWA Operations and GWA HR Training in order to execute the following grant funded training related projects
    a. Department of Interior Maintenance Assistance Program (MAP) 2020 – lead and coordinate the training and equipment purchases for operation comprising of the following: Sewer audit and training, mobile sewer inspection equipment, GPS equipment and reference materials
    b. Department of Interior Maintenance Assistance Program (MAP) 2022 – responsible for reporting to Grantor the execution of procuring training for Operations which consists of welding, pump and motor, electrician, and SCADA
    c. Department of Interior Technical Assistance Program (TAP) 2023 – responsible for reporting to the grantor status of the execution of the purchase of drone and sewer equipment for Engineering and Operations

4. US Environmental Protection Agency – Developed FY2025 Work Plans for both Base and Bi-partisan Infrastructure Law (BIL) grants.

5. Office of Local Defense Community Cooperation, DoD Defense Community Infrastructure Program – Planning submitted an application for the Brigade II Water Booster Pumpstation project, $6.5million.

6. Smoke Testing - Finile Street, Agat. In coordination with Operations several locations were identified that showed potential infiltration due to damaged manhole or customer drainage systems connected to GWA's wastewater network.

7. Administrative – Planning also provides administrative support by leading the following tasks:
    a. Monthly Engineering Report – gathers information and prepares report for review
    b. Permit Section – managing section.
    c. Engineering Project Procurement and Payments – facilitates procurement
    d. Application Review Committee response letters and meetings – researches and prepares response letters for development

8. Land Use – Property Zone Change for Adacao Water & Sewer Infrastructure proposed sewer pump station. Department of Land Management public hearing scheduled for October 14th.

9. Engineering Procurement and Contract Admin – The Planning section has taken a new role in leading the administrative efforts of Engineering Procurement and Contract Administration. This work consists of tracking procurement stages, gathering documents for transmittal to OAG office, inputting requisitions into Oracle Procurement Cloud, and ensuring projects go through a swift and law-abiding procurement life cycle.

K. CIP Exhibits

TOTAL NO. OF CIP PROJECTS: 49

ALL CIP SECTIONS
No. of Projects (All CIP Sections): **2**

There is a total of 2 CIP projects that applies to all CIP projects.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-1	ID/IQ – Professional Civil and Structural Design Services	Active
B-2	ID/IQ – Professional Project/Construction Management Services	Active

WATER / WASTEWATER
No. of Projects (Water/Wastewater): **2**

Currently, there are two water and wastewater CIP projects with Gil Breeze starting design, and Adacao in 100% design completed and construction in permitting phase.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-3	Gill Breeze Subdivision Water and Sewer Design RFP	Design, In Progress
B-4	Adacao Water and Sewer Infrastructure Design Services	Construction, In Progress

WATER
No. of Projects: 20 projects

There are 4 major water CIP construction projects in construction and the remaining projects in procurement, planning and design phases. The water CIP construction projects consist of multiple reservoir construction and rehabilitation, waterline replacement, and pressure zone realignment. Under the Court Order projects, there are currently 5 steel reservoir rehabilitation and 3 new concrete reservoir construction in progress.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-5	Well Abandonment	Planning**
B-6	Well Rehab A-28, D-15, M-14, F-07	Planning**

B-7	Central Guam Reservoirs	**Construction**
		In Progress
B-8	Design and CM Services for Waterline Replacement of Various Bridges	Active Assessment/Design in Progress, 65% Phase 1 Design Submitted
B-9	Pressure Zone Realignment	**Construction**
		In Progress
B-10	Tai Rd./ S-13 and Canada-Toto Lp./Blas St. Waterline Replacement	**Construction**
		In Progress
B-11	Asan Springs Rehabilitation	EA in process, Design is complete, ROW agreement being negotiated with NPS
B-12	Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3)	Design completed and IFB Construction issued [insert dates] but no bids received;
B-13	ID/IQ - Design and CM Asbestos Concrete Pipe for Waterline Replacement	Design in Progress
B-14	ID/IQ - Design and CM for Waterline Replacement and Upgrades	Design in Progress
B-15	ID/IQ - Design and CM Implementation of District Meter Areas	Design in Progress
B-16	ID/IQ - Design and CM Undersized Waterline Replacement	Procurement
B-17	Santa Rita Springs Rehabilitation	Procurement
B-18	Brigade II Booster Pump Station	Design completed
		Seeking grants for additional funding
B-19	New Well Construction (AG-10, AG-12, Y-08)	Design Completed
		CM on hold pending funding availability for construction
B-20	Northern and Southern Guam Reservoirs	**Design/CM/Construction**
		In Progress
B-21	Tank Repair/Bypass	**Design/CM/Construction**
		In Progress
B-48	Well A23/A25 GAC Construction	Procurement
B-49	Dieldrin GAC Construction	Procurement
B-51	Emerging Contaminants/PFAS	Procurement

WASTEWATER
No. of Projects: **16**

There are sixteen (16) active wastewater CIPs, one (1) drainage/roadway improvement project in construction procurement and one (1) study or the Hagatna Wastewater Treatment Plant Interim Disinfection Project. Five (5) wastewater CIPs are substantially complete and in operation. Seven (7) projects out of 16 wastewater CIPs will meet consent decree conditions for gravity main, force main, and sewer pump station rehabilitation/replacement.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-24	Tamuning Hot Spots Sewer Line Rehabilitation and Replacement	Construction Completed
		Close-Out In Progress
B-25	Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation	Construction,
		In Progress
B-26	Southern Drainage Sewer Line Survey will be incorporated in Route 2 Gravity Sewer Rehab	Planning
B-27	Fats, Oil, Grease Receiving Station	Design, In Progress
B-28	Tumon Hot Spots	Design Completed**
B-29	Dungca Beach Sewer Line Relocation	Ph 1 Design Completed, Ph 2 In Progress
B-30	Fujita Sewage Pump Station Redundant Force Main	Design, In Progress
B-31	Hagatna Main Sewage Pump Station Redundant Force Main	Design, In Progress
B-32	Hagatna Wastewater Treatment Plant Causeway and Facility Structural Analysis	Design, In Progress
B-33	Hagatna Wastewater Treatment Plant Interim Disinfection	Design, Close-Out In Progress
B-35	Indefinite Delivery-Indefinite Quantity Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Design	CM In Progress, Design In progress
B-52	Northern Sewer Transmission Systems	Design In Progress
B-53	Southern Sewer Transmission Systems	Design In Progress

ELECTRICAL & CAPITAL IMPROVEMENTS
No. of Projects: 11

One (1) water project is completed: Groundwater Production Meter Replacement. One (1) IDIQ task order assessment and design in progress. One (1) water project is in construction phase. The remaining in planning.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-1	IDIQ Task Order No. 2 – Structural Assessment and Rehabilitation Design at Commercial Port and Chaot Sewer Pump Stations	Design (HDR), In Progress
B-37	Ugum Water Treatment Plant Rehabilitation	PM/CM, In Progress
		Construction, In Progress
B-38	Design-Build of Pago Bay 12-inch Waterline Replacement	Procurement
B-39	Current Balancing Unit for Deep Well A-09	Planning
B-40	Deep Well Power Line Conditioner Pilot Project	Planning
B-42	Design-Build GWA Upper Tumon Campus Improvements	Procurement
B-43	Design-Build GWA SCADA System Phases 1 & 2	** Planning
B-44	SCADA Water Phase 3	** Planning
B-45	SCADA Wastewater Phase 4	** Planning
B-47	Temporary Water Booster Pump Station on Juan Sarmiento Street, Santa Rita	Procurement
B-50	Deep Well VFD and Electrical Upgrade	Design Procurement

OTHER:
No. of projects: 1

1 stormwater project is in the design phase and involves solving the stormwater issue in Harmon which directly affects GWA's Harmon Sewer pump station.

B-46	Rojas-Harmon Stormwater Drainage Improvements Design	Design In Progress

L. CIP Exhibits

B-1 ID/IQ – Professional Civil and Structural Design Services M19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/12/2026	Asst. GM of Engineering	See Activities	Water/WW/Support
Indefinite Delivery/Indefinite Quantity for professional civil and structural design services for various type of water and wastewater utility projects.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2019	6/17/2019	12/31/2025	AECOM Technical Services, Inc.
Design	RFP-02-ENG-2019	7/17/2019	7/17/2024	HDR, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design (AECOM)	PW 05-06 (B2013), EE 09-04, MP-PW-BPS-01, MP-Gen-Misc-05, PW 05-06 (B2020), MP-PW-Pipe-07	$1,000,000.00	25 %
Design (HDR)	PW 09-03	$750,000.00	

ACTIVITIES

AECOM

- Task Order No. 1 Mataguac Booster Pump Station Rehabilitation Design: 100% design phase. Finalizing comments for electrical/instrumentation plans and specifications to be sent to A/E firm.
  a. Project Engineer: Joseph Wu
  b. TO cost: $250,000.00
- Task Order No. 2 Miscellaneous Booster Pump Station Improvements: Upgrade design for Adawag, Chalan Palauan, Pale Kieran, Ulloa/Untalan, Camacho, Manuel Tenorio, Santa Ana, Geus, Ija, Pigua, Umatac No. 1, and Umatac No. 2 booster pump stations. Design progressing at the 30% phase. Designer working on surveying, archaeological, environmental, etc.
  a. Project Engineer: Joseph Wu
  b. TO cost: $750,000.00

HDR

- Task Order No. 1 Tai Road/S-13 and Toto Canada Road/Blas Street Waterline Replacement Design: 100% design completed. Tai Road/S-13 and Toto Canada Road/Blas Street Waterline Replacement construction project closing out.
- Task Order No. 2 – Structural Assessment and Rehabilitation Design at Commercial Port and Chaot Sewer Pump Stations. This involves the structural assessment of structural system failures at Commercial Port and Chaot SPSs, and design of structural modifications to entry/exit for removal/reinstallation of pumps at Chaot SPS. Amendment no. 1 was submitted on May 24, 2024 and approved on August 21, 2024 to amend the schedule, no change in scope and cost. On May 28, 2024 HDR conducted site assessments and met with GWA Engineering and Wastewater Operations on May 29 to discuss findings and next steps. Initial Draft and Final Draft of Structural Assessment Report were submitted on July 22, 2024 and Aug 13, 2024 respectively. Aug 29, GWA and HDR discussed the design scope. GWA requested HDR to provide fee proposal to design new canopy and new monorail system at Baza SPS, Aplacho SPD, improvements to existing chain hoist at Bayside SPS.
  a. Project Engineer: Ernie Villarin
  b. TO cost: $138,992.22
  c. Proposed funding source: MP-WW-Pump-01 Lift Station Rehabilitation/Replacement Program

B-2 ID/IQ – Professional Project/Construction Management Services M19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
11/07/2025	Asst. GM of Engineering	See Activities	Water/WW/Support
Indefinite delivery/Indefinite quantity for professional project and construction management services for various types of water and wastewater utility projects.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
PM-CM	RFP-04-ENG-2019	06/19/2019	08/23/2024	Brown and Caldwell
PM-CM	RFP-04-ENG-2019	06/17/2019	06/14/2024	Duenas, Camacho & Associates, Inc.

ACTIVITIES

Brown and Caldwell Task Orders:

1. Bond Report (completed)
2. Route 4 Sewer CIP (completed)
3. Asan-Adelup-Hagatna Sewer Rehabilitation CIP (completed)
4. Southern SSES CIP (completed)
5. Cost of Services Study (completed)
6. Water Meter Technical Assistance (completed)
7. Wastewater Hydraulic Model (ongoing)
    i. Finalizing Wastewater Model; to submit Capacity Report by end of February 2025
8. Master Plan Update (ongoing)
    i. Responding to BC RFIs before final completion of Updates.
9. Modeling (completed)

Duenas, Camacho, and Associates Task Orders:

1. Tank Repair Bypass CIP
2. Tai-Toto-Canada Water CIP
3. Ugum Water Treatment Plant Rehabilitation CIP
4. Yigo Sewer Pump Station CIP
5. Tank Inspection and Repairs CIP
6. District Metered Areas and Pressure Zone Realignment CIP
7. Wells A-23, A-25 remediation (see B-8 Central Guam Reservoirs project)
8. Groundwater Wells Treatment Design CIP for Dieldrin
9. Waterline Replacement/Tank Repair CIP
10. Ugum River Intake
11. Medical Campus (ongoing) (Utility easement map submitted to Governor's Office for Routing to NAVFAC)

B-3 Gill Breeze Subdivision Water and Sewer RFP-09-ENG-2022

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/14/2026		Joseph Calvo	Wastewater CIP
Design and construct a water system, conduct a study to determine the most appropriate wastewater disposal system (private onsite systems or public sewer system), and design and construct the wastewater disposal system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2022	10/3/2025	5/8/2026	DCA
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$3,396,103.00	15%
Construction Management			
Construction			

ACTIVITIES

- Draft alternatives report received (4/7/2025)
- Comments to designer provided by GWA engineering
- Designer in the process of finalizing report, expected delivery by the end of June
- Final Alternatives Report received 6/6/2025
- ROE letters sent on 6/12/2025 to landowners to investigate sites for potential pump stations.
- Field survey ongoing.
- Survey completed for proposed sewer route from Gill Breeze to Yigo pump station. Mapping is expected to take 2-3 months.
- ROE letters resent to land owners for potential purchases. If no letters are returned to DCA, REMAX will be brought in to assist in obtaining a response from owners
- Offsite field work completed. DCA in process of finalizing survey maps. Expected delivery Jan 2026.

B-4 Adacao Water and Sewer Infrastructure Design Services S22-004-ARP

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/14/2026		Joseph Calvo	Wastewater CIP
Evaluate and design water and sewer infrastructure to upgrade water and bring property owners off of septic and onto sewer for the Adacao area in Mangilao, where GWA is observing high Nitrates at 5 production deep wells.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2022	3/1/2023	3/1/2025	Duenas, Camacho & Associates
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	American Rescue Plan Act (ARPA) Grant	$1,164,322.48	94%
Construction Management	American Rescue Plan Act (ARPA) Grant	$2,147,184.00	1%
Construction	American Rescue Plan Act (ARPA) Grant/USEPA Grants	$6,216,074.55	

ACTIVITIES

- Contractor has restarted building permit process with pump station removed from plan set while rezoning process continues.
- ARC meeting held 5/15/2025.
- Public hearing for rezoning being held on 6/11/2025.
- Building permit routed to GPA 6/30/2025
- All position statements received except DPW
- Building permit for work in public right of way pending GEPA approval
- GEPA comments received 10/8/2025, contractor has begun addressing comments.
- Pending legal's guidance on responses to DLM's comments regarding the property zone change.
- Procore set up for project, CM has begun processing product submittal.
- GLUC meeting for ne sewer pump station scheduled for December.

B-5 Well Abandonment

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
11/07/2025	Garrett Yeoh	Joseph Wu	Water
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA SRF grant		

ACTIVITIES

- The scope of work for the wells to be abandoned will be incorporated into the new deep well design projects for AG-10, AG-12, Y-08 and/or the rehabilitation project for the A-series wells.

B-6 Well Rehabilitation A-28, D-15, M-14, F-07

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/12/2026	Garrett Yeoh	Joseph Wu	Water
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond		

ACTIVITIES

- Scope of Work and Determination of Need under preparation.

B-7 Central Guam Reservoirs W14-006-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/12/2026	Garrett Yeoh	Garrett Yeoh Joseph Wu	Water
The work to be performed consist of designing and constructing new reservoirs, pipes, vaults, instrumentation, electrical, SCADA system, booster pump stations, pressure reducing valves, and general system upgrades. Sites include Tumon No. 1, Chaot No. 2, Barrigada Hgts (Hyundai), Tamuning (Airport), and Manenggon (Pulantat) Reservoirs, and Barrigada Res BPS, Barrigada Heights BPS, St. John's PRV, St. Vitores Road PRV, A-23 DW, and A-25 DW.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	5/23/2015	12/2024	GHD, Inc.
Construction Management (Tumon, Chaot, Barrigada)	RFP-02-ENG-2017	12/13/2017	Complete	TG Engineers, PC
Construction Management (Tamuning, Manenggon)	RFP-01-ENG-2023	07/07/2023	06/2025	Duenas, Camacho & Associates, Inc.
Construction (Tumon, Chaot, Barrigada)	IFB-09-ENG-2017	02/02/2018	07/2025	AIC International
Construction (Tamuning, Manenggon)	IFB-01-ENG-2023	1/22/2024	06/2025	Core Tech Intl.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11, PW 12-04, PW 12-06	$3,749,305.00	96%
Construction Management (Tumon, Chaot, Barrigada)	PW 09-11, PW 12-04, PW12-06	$3,171,745.23	100%
Construction Management (Tamuning, Manenggon)	PW 09-11	$1,840,912.95	76%
Construction (Tumon, Chaot, Barrigada)	PW 09-03, PW 09-04, PW 09-11, PW 12-04, PW 12-06, SDC	$23,500,103.00	99%
Construction (Tamuning, Manenggon)	PW 09-11, PW 12-04, PW 12-06	$34,887,800.20	63%

ACTIVITIES

Construction Management:

- RFP-01-ENG-2023 Tamuning and Manenggon Reservoirs: Contract signed 07/07/23. NTP issued 02/19/2024. Resolution 55-FY2025 was approved to extend CM services to the Contractor's revised final completion date of March 1, 2026. Work ongoing. Change Order will be issued to extend CM services. The fee will be covered by the Contractor under Special Damages.

Construction:

- Tumon, Chaot, Barrigada: All tanks completed and in service. Contractor working on final punchlist and close out documentation. Valve changeout near holiday towers was completed by the Contractor in October, 2025. Pending wiring and testing of SCADA Pack at Barrigada Heights reservoir/bps. Contractor compiling closeout documentation for Final Completion for all sites.
- Tamuning and Manenggon Reservoirs: Full NTP issued 02/19/2024. Tamuning Reservoir has completed construction of the concrete reservoir. Misc site activities, piping, vault work, electrical, control building, etc. ongoing. Tank roof needs repairs and discussions are ongoing with the DOR, CM, Contractor, and GWA. DN Tanks continuing concrete repair work inside tank. CTI scheduling for outage to connect inlet and outlet to GWA system. Tank filling to commence shortly after. Manenggon Reservoir has completed construction of the concrete reservoir. Misc site activities, piping, vault work, electrical, control building, etc. ongoing. DN Tanks continue concrete repair work inside tank. Negotiations with the Contractor for time extension for both sites ongoing.

B-8 Design and CM Services for Waterline Replacement of Various Bridges W22-08-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/08/2026	Garrett Yeoh	Ernesto L. Villarin	Water
Work will involve design, construction management, and construction/repair of water and sewer lines crossing various bridges.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design/Construction Management (Phase I)	RFP-03-ENG-2023	02/22/2024	01/23/2026	GHD Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design/Construction Management	MP-PW-Pipe 12	$1,356,199.90	34%
Construction			

ACTIVITIES

Design:

- 12/12/24: Change Order No. 1 adding 19 bridge crossings to the project scope was executed.
- 12/18/24: GHD did a presentation of the revised BOD.
- 01/31/25: Design work on nine (9) critical utility bridge crossings in progress.
- 02/11/25: Final version of the BOD was received from GHD. Design of nine (9) critical utility bridge crossings still in progress.
- 03/31/25: The 35% design submittal is expected in the first week of April 2025.
- 04/11/25; The 355 design submittal received from GHD.
- 04/28/25: Engineering comments to 35% submittal sent to GHD.
- 04/29/25: GHD submitted revised schedule showing Nov. 28, 2025 as completion of Phase 1 design.
- 05/31/25: GHD working on 60% design submittal.
- 06/30/25: Work on 60% design submittal still in progress. Two more bridge sites needing topographic survey.
- 07/11/25 GHD revised their upcoming submittal to 30% due additional bridge crossings that were added to Phase I (waterlines that are leaking and badly corroded). Expected submittal date of the 30% design is August 15, 2025.
- 08/15/25 GHD submitted 35% Phase 1 design submittal (Phase 1 are utility crossings that are leaking or bad corroded). Under review for comments. Phase 2 (utility crossings that will require recoating or minor maintenance/repair) has started.
- 09/05/25 Comments on 35% submittal sent to GHD for action.
- 10/31/25 65% design submittal received from GHD, review in progress.
- 11/30/25 Engineering completed review of the 65% design submittal, review comments sent to GHD.
- 12/31/25 90% design submittal is expected by mid-January 2026.

B-9 Pressure Zone Realignment W18-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
1/12/2026	Garrett Yeoh	Garrett K. A. Yeoh, Jessey M. LG., William Estevez	Water

The work to be performed involves designing, construction managing, and constructing pressure zones, which consists of pressure reducing valves, flow meters, vaults, pipeline, electrical, instrumentation, and SCADA. Design and construction shall be in 5 phases.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design CM (Phase 1)	RFP-03-ENG-2018	08/16/2018	12/2024	GHD, Inc.
CM (Phase 2)	RFP-05-ENG-2022	06/21/2023	4/21/2027	AmOrient Engineering
Construction (Phase 1)	IFB-07-ENG-2019	04/21/2020	6/2025	Sumitomo Mitsui Construction
Construction (Phase 2)	IFB-02-ENG-2024	4/11/2025	4/21/2027	Sumitomo Mitsui Construction

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design CM (Phase 1)	PW 09-04, PW 09-10, PW 09-11, PW 12-01	$3,366,996.00	81%
CM (Phase 2)	USEPA-SRF Grant	$1,688,925.00	0%
Construction (Phase 1)	USEPA-SRF Grant, PW 05-16, PW 12-01	$7,296,174.25	100%
Construction (Phase 2)	USEPA-SRF Grant	A: $14,956,418.00 B: $8,286,359.00 **$23,242,777.00**	7%

ACTIVITIES

Design:

- Phase 3 design at 75%. A number of sites originally from phase 4 were moved up to phase 3 and vice versa since more field testing is needed. Phase 3 will now consist of 24 sites.

Construction:

- Phase 1: Final retention release in progress.
- Phase 2: Contract awarded 4/11/25, NTP issued 4/21/25. As of 1/05/26, construction is underway starting with Nimitz Hill, Army Drive and Larson. Change Order No. 2 will be issued to add Phase 2B sites (not including fiber optic work).

B-10 Tai Rd./ S-13 and Canada-Toto Lp./Blas St. Waterline Replacement M19-001BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/26	Garrett Yeoh	Jessey M. LG.	Water

Replacement of old waterlines and reconnection of all customer service laterals along Tai Rd., S-13 (a short street off of Tai Rd.) Toto Canada Loop, and Blas Street. Replacement/ reconnection of WL on Taison Rd, off of Toto Canada Loop, has also been added into the project as of CO no. 2.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	Civil/ Structural IDIQ- TO No. 1	1/20/2020	10/2021	HDR Engineering, Inc.
Construction Management	PM/CM Services IDIQ- TO No. 2	5/6/2021	5/2023	Duenas, Camacho & Associates, Inc.
Construction	IFB-02-ENG-2021	5/12/2021	5/2025	Giant Construction Corporation

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2013 PW 09-03	$154,956.00	100%
Construction Management	Bond 2020 PW 09-03	$189,729.00	95%
Construction	Bond 2020 PW 09-03, Bond 2020 MP-PW-Pipe-12, Grant, IFCIP	$3,004,120.81	100%

ACTIVITIES

Design:

- Design work was contracted for $173,098.00 but the work was completed for **$154,956.00**. Release of claims sent to HDR to complete final billing. Final billing for design/ construction support complete.

Construction:

- All site work has been completed.
- Close-out in process. Final payment to be released by end of January.

B-11 Asan Springs Rehabilitation W11-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Van Verango	Water
The work involves designing and modifying the existing spring impoundment, constructing a new chlorination building, installing a new generator and new pumps, and other site improvements.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-11-ENG-2015	8/23/2016	12/2026	HDR

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USDOI Grant, PW 05-15	$712,263.00	87%

ACTIVITIES

Design:

- CCU approved Resolution No. 51-FY2025 during the August CCU Board Meeting for Change Order No. 4, which includes the addition of a GAC treatment system and a GWUDI study to the overall project design.
- An additional amount of $741,906.00 was approved, plus a 10% contingency of $74,196.00. The total authorized funding for the design contract is now $1,160,614.00.
- Change Order No.4 approved on December 12, 2025. Re-starting bi-weekly meetings as of Jan. 9, 2026.

B-12 Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3) W16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/12/2026	Garrett Yeoh	Joseph Wu	Water
The work involves rehabilitating two existing production wells; A-12 and F-03. Existing Wells, A-02 and D-05, are currently not in production, and are included in the work as an additive bid. Other major work involves installing a new standby generator, a new chlorination building, new well equipment, and other site improvements.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2016	5/26/2016	08/31/2025	AECOM
Construction Management	RFP-06-ENG-2019	12/01/2020	TBD	DCA
Construction	IFB-02-ENG-2023			

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA – SRF Grant	$1,758,247.00	91%
Construction Management	USEPA – SRF Grant	$640,248.00	
Construction			

Design:
- 100% design (revision 4) ongoing.

Construction:
- IFB-02-ENG-2023 Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 3). No bid received.
- GM gave directive to re-bid project as-is est. July/ August 2025. GWA and AECOM visited project well sites to determine minor changes to be implemented into design prior to re-bid (4th re-bid). A/E firm progressing with changes from field visit. GWA in process of potential land acquisition at A-12 and F-03.
- GWA finalizing well abandonment and sanitary survey repairs additive bid items to be included with the 4th rebid.

B-13 ID/IQ - Design and CM Asbestos Concrete Pipe for Waterline Replacement W22-05-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
1/12/2026	Garrett Yeoh	Gerald Gattoc	Water

The work to be performed consists of design and construction management of asbestos concrete pipe (ACP) waterline replacement island-wide. Work will include development of ACP waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2022	07/11/2024		GHD, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,500,000.00	7%

ACTIVITIES

Design:

- CCU Resolution No. 17-FY2023 approved contract fee proposal for $5,427,000.00.
- Agreement and TO-01 executed on 07/11/2024. Kick-off meeting conducted on 08/22/2024.
- Survey completed for 8-mile project scope of Inarajan to Merizo.
- Designer submitted finalized waterline Priority List for ACP replacement.
- Designer submitted 90% design review plans/specs for CTPS trial run.
- Designer submitted 30% design review plans/BOD for Mepa St. and Judge Sablan St.
- NEPA permitting process ongoing.

B-14 ID/IQ - Design and CM for Waterline Replacement and Upgrades W22-04-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
1/12/2026	Garrett Yeoh	Gerald Gattoc	Water

The work to be performed consist of design and construction management of miscellaneous waterline island-wide. Work will include development of waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design/Construction Management	RFP-03-ENG-2022	01/13/2025		Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,500,000.00	0%

ACTIVITIES

Design:

- CCU Resolution No. 19-FY2023 approved contract fee proposal for $5,973,682.00.
- Agreement and Task Order 01 ($1,439,732.00) signed 09/16/2024. NTP acknowledged on 2/10/25 and kick-off meeting held on 2/21/25.
- Design in progress. Sites include Talofofo and Santa Rita villages. Survey nearly completed for Talofofo.
- Designer submitted 30% plans and BOD for Talofofo 9/2/25.
- CCU Resolution approved to increase contract authorized funding for the Mataguac waterline replacement. Task Order No.2 submitted for OPC processing and routing.
- Review comments for Talofofo 30% submittal sent to designer.
- 60% design to commence for Talofofo.
- Santa Rita site to be re-evaluated.

B-15 ID/IQ - Design and CM Implementation of District Meter Areas W22-06-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
1/12/2026	Garrett Yeoh	William Esteves	Water
The work to be performed consists of design and construction management of District Meter Areas (DMA). Work will include development of DMA priority list and designs for selected sites. Site prioritization shall be guided by the DMA Implementation plan, operation and engineering input and data.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-07-ENG-2022	09/16/2024	12/31/2025	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant	$1,496,036.00	31%

ACTIVITIES

Design:

- CCU Resolution No. 20-FY2023 approved contract fee proposal for $3,119,377.00.
- Agreement and Task Order 01 ($1,496,036.00) signed 09/16/2024.
- Design has started. Field investigation and survey work for sites are ongoing for the southern zone. Draft site layouts have been submitted to GWA for review.
- 60% design plans received from DCA. Currently with GWA for review. Est. to return comments by end of January. DCA working with GWA to procure valve pilots for Pale Ferdinand and Ladda PRVs to start collecting data.

B-16 ID/IQ - Design and CM Undersized Waterline Replacement — W22-03-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
1/12/2026	Garrett Yeoh	Gerald Gattoc	Water

The work to be performed consist of design and construction management of undersized waterline replacement island-wide. Work will include development of ACP waterline replacement priority list and water line designs for selected sites. Site prioritization shall be guided by the Water Resource Master Plan, operation and engineering input and data.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2022			

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA-SRF Grant		0%

ACTIVITIES

Design:

- Notice of Termination of IDIQ contract sent to Brown and Caldwell on 7/3/25.
- Negotiations with the next firm has started.
- DCA submitted scope/fee proposal for IDIQ and current Task Order #1.
- Meeting held 9/5/25 with Operations and DCA to reconsider/re-prioritize TO#1 sites.
- DCA to resubmit scope/fee proposal for Task Order #1 accordingly.
- CCU Resolution for contract/funding approved.
- Contract Agreement submitted for OPC processing and routing.

B-17 Santa Rita Springs Rehabilitation 12305

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Jessey M. LG	Water

The work to be performed consist of design of the Santa Rita Springs Rehabilitation. Work will include increasing the impoundment, new impoundment roof, chlorination system, pump system and all other site upgrades.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2023			HDR, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant	$1,597,115.00	
Construction Management			
Construction			

ACTIVITIES

Design:

- Contract fully signed and NTP issued on 10/02/25.
- Bi-weekly design meetings established. All subconsultants are officially signed on with HDR. Surveying at the site has been completed and a report is expected within the next 2 weeks. Biological survey is complete— no findings. The wetland survey is also complete. A full determination is expected within the next 3-4 weeks. AMDP report complete and to be submitted to GWA by 1/12/26. Rain gauge for monitoring has been installed as of 12/15/25. HDR submitted the Sampling and testing plan and it has been sent to GEPA for review and approval of the revised MPA testing plan. Note: Design work on track to fully utilize BOR grant by June 2026.

B-18 Brigade II Booster Pump Station W11-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Jessey M. LG	Water
Design/ construction of a new booster pump station, to include a new building structure, pump system, electrical system piping instrumentations, SCADA, general site upgrades, and off-site improvements such as new PRV's, valves, and vaults.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2011	4/5/2012	TBD	E.M. Chen & Associates
Construction Management	RFP-02-ENG-2022			Duenas, Camacho & Associates, Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-12	$245,863.20	99%
Construction Management		$1,063,015.25.	0%
Construction			0%

ACTIVITIES

Design:

- Design modification to the piping and pump system pending. EM Chen submitted a proposal for revised design and construction support costs in the amount of $190,475.
- Change Order for design modifications to pumping layout and system complete. Design changes in progress.

Construction:

- Pending funding availability. Funding was reallocated to CO projects. Funding is expected Sept/Oct 2025.

CM:

- CM will be handled by DCA. Proposal of CM services totaled $1,063,015.25.

B-19 New Well Construction (AG-10, AG-12, Y-08)

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Jessey M. LG.	Water
Design and construction of three new production wells (AG-10, AG-12, Y-08).			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2010	5/5/2011		GHD, Inc. (Formerly Winzler Kelly)
Construction Management	PM/CM Services ID/IQ			Duenas, Camacho & Associates, Inc.
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-13, PW 05-14, Bond 2016 PW 09-02	$1,203,308.00	86%
Construction Management			
Construction			

ACTIVITIES

Design:

- Design in progress to be consistent with Groundwater Wells A-02, A-07, A-12, D-05, and F-05 Rehabilitation (Project B-12). Pending decision on Rehab Well project on next steps for well projects due to no construction bidders.

B-20 Northern and Southern Guam Reservoirs W14-007-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Garrett K.A. Yeoh, Ernesto Villarin, Joseph Wu	Water

The work to be performed consist of designing and constructing new reservoirs, pipes, vaults, instrumentation, electrical, SCADA system, booster pump stations, pressure reducing valves, and general system upgrades. Sites include Santa Rosa No. 2 (SR), Santa Rita (SRI), Sinifa No. 2 (SIN), Inarajan, and Ugum No. 2 Reservoirs, and Santa Rosa, Agfayan, and Inarajan BPS's, and miscellaneous pressure zones pipeline work.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	05/23/2015	06/2024	TG Engineers, P.C.
CM (SR, SRI, SIN)	RFP-06-ENG-2017	04/02/2018	04/2023	GHD, Inc.
CM (Ugum No. 2)	RFP-04-ENG-2023	12/01/2023		GHD, Inc.
Construction (SR, SRI, SIN)	IFB-01-ENG-2019	09/30/2019	12/2023	AIC, International
Construction (Ugum No. 2)	IFB-06-ENG-2023	02/03/2024	07/2025	AIC, International

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11	$3,992,595.20	97%
CM (SR, SRI, SIN)	PW 09-11	$7,026,312.56	99%
CM (Ugum No. 2)	PW 09-11	$1,514,701.00	75%
Construction (SR, SRI, SIN)	PW 09-03, PW 09-04, PW 09-11	$26,684,997.63	92%
Construction (Ugum No. 2)	PW 09-11, PW 11-02	$22,834,768.00	50.9%

ACTIVITIES

Ugum Construction:

- For the month of June 2025, Contractor was required by EOR to follow the correct pile orientation. installation of 16-inch waterline still on-going, installation of 4-inch French drain from control building to catch basin no. 6 was completed. Seventeen (17) piles were driven in the month of June, total piles driven as of June 30 = 41 piles.
- As of July, 78 piles out of total 147 piles were driven to the ground. The pile driving equipment has been down since mid-July. The replacement part is expected to arrive first week of August. The installation of 12-inch bypass line is in progress.
- As of August, 104 piles out of total 147 piles were driven to the ground. Installation of 12-inch bypass line was completed, ground slab of inlet/outlet valve poured, wall rebars and formworks installed.
- As of September all 147 piles were driven, however the EOR recommended additional 6 piles to compensate for out of plumb and/or damaged piles. This additional 6 piles are being casted at SmithBridge yard. Work in inlet/outlet vault, light posts foundation, and fencing in progress.
- As of October, all piles were driven including the additional 6 piles recommended by EOR to compensate for out of plumb and/or damaged piles. Contractor began installing formworks for 3' deep flowable fill. Backing and compaction around retaining walls is progressing.

- As of November, the 3' deep flowable fill has been poured/completed, installation of 8" bypass line from existing 14" waterline to existing water tank, pouring of ground slab and wall for outside check valve vault and inlet/outlet vault, pouring of ground slab for control building were all completed.
- December accomplishments include completion of inlet vault concrete structure, under piping for the tank, flowable fill foundation slab, outlet vault foundation, control building CMU wall.

Santa Rosa No. 1 and Sinifa No. 1 Construction:

- Santa Rosa Steel Tank has completed all repair works, including coating. Tank disinfection and filling commenced on 01/07/26. Tank online anticipated for week of 01/19/26.
- Sinifa Steel Tank has been filled and disinfected. Tank placed online on 12/19/25. Altitude valve was commissioned but exhibited issues after commissioning. Contractor troubleshooting and anticipates correction by week of 01/12/26.

B-21 Tank Repair/Bypass W19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
01/12/2026	Garrett Yeoh	Garrett Yeoh, Van Verango, Joseph Wu	Water
The work to be performed consists of installing bypass piping, valves, etc. ahead of tank inspection. The operation of the bypass will allow the API inspectors and structural engineer to determine appropriate repairs after which the contractor will proceed to repair the tanks.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-03-ENG-2008	8/1/2008	12/2023	Duenas, Camacho & Associates, Inc.
Construction Management	RFP-04-ENG-2019	6/17/2019	10/2023	Duenas, Camacho & Associates, Inc.
Construction	IFB-06-ENG-2019	4/21/2020	10/2023	AIC International

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2005, Bond 2010	$1,291,799.91	100%
Construction Management	PW 09-11, MP-PW-Tank-22, MP-PW-Tank-23	$897,077.00	100%
Construction	PW 09-09, PW 09-11, PW 12-05, SDC	$16,855,356.64	96%

ACTIVITIES

- Agat Umatac: 07/22 in service.
- Yigo No. 3: 08/22 in service.
- Windward Hills: 05/23 in service.
- Astumbo No. 1: 09/24 in service.
- Santa Ana: 11/23 in service.
- Upper and Lower Nimitz: 10/24 in service.
- Kaiser: 02/2025 in service.
- Umatac Subdivision: 08/29/25 Tank placed in service. Pending WCD approval for AIC to repair the tank floor drain damage.
- Pigua: 09/12/2025 in service.
- Malojloj: Contract signed on Jan. 2026. NTP issued.

B-48 A23/A25 GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/26	Garrett Yeoh	Jessey M. LG	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-09-ENG-2014	05/22/2015	Complete	GHD, Inc.
Construction Management	RFP-04-ENG-02019, TO #7	05/08/2023		DCA
Construction	IFB-01-ENG-2024	4/21/2025		A&R Pacific Garney JV

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 09-11, PW 12-04, PW 12-06	$153,437.00	100%
Construction Management	IFCIP	$200,000.00	0%
Construction	USEPA Grant, US DOI Grant	$10,070,312.18	30%

ACTIVITIES

Design:

- Revisions to chlorination process and pumping system require further adjustment. GWA to provide markup to GHD by 1/20/26.

Construction:

- Work ongoing – waterline installation, GAC system foundation, jersey barrier installation, etc.
- Long lead items: GAC vessels have been ordered—ETA June 2026. Generator has not been ordered yet- pending review of the process revisions.
- Revisions to design has caused delays for electrical work. GWA will provide our comments to the design revisions to contractor while designer is making adjustments so that they can coordinate sooner.

B-49 Y-15, D-17, M-4 Dieldrin GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Van Verango	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2019 TO #8	3/11/24	Complete	DCA
Construction Management	RFP-04-ENG-2019 TO #8	3/11/24		DCA
Construction	IFB-04-ENG-2024	10/01/25		A&R-Garney JV

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	PW 05-13 (2013, 2016, 2020) PW 09-02 (2013 & 2020)	$337,565.00	100%
Construction Management	PW 05-13 (2013, 2016, 2020) PW 09-02 (2013 & 2020)	$200,258.00	0%
Construction	USEPA SRF Grant Funds	$6,142,535.00	0%

ACTIVITIES

Construction:

- NTP signed and received by A&R Pacific-Garney Federal JV on September 29, 2025.
- F-8 vessels were moved to Y-15. Interim system online October 11, 2025.
- New vessels for Y-15 arrived on island first week of December.
- A-8 vessels to be moved to M-4. Pending API inspection and refurbishing.
- Pending SHPO and Fish and Wildlife approvals

B-51 Emerging Contaminants PFAS Design

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026	Garrett Yeoh	Garrett Yeoh	Water

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-04-ENG-2024	09/23/2025	12/31/2029	GHD, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA SRF Grant Funds	$10,973,293.00	
Construction Management			
Construction			

ACTIVITIES

Design:

- Kick off meeting completed on 11/18/25. Coordination with designer for current system data ongoing.

B-24 Tamuning Hot Spots Sewer Line Rehabilitation and Replacement (Base Contract) S16-003-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		Gerald N. Gattoc	Wastewater
Sewer rehabilitation for lines at Winner Apartments, Segundo Leon Guerrero, and New Plaza Market behind GPO.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2016	9/8/2016	10/2017	TG Engineers
Construction Management	RFP-04-ENG-2018	2/8/2019	12/2020	AmOrient Engineering
Construction	IFB-06-ENG-2018	1/10/2020	12/2020	Ian Corporation

PHASE	UNDING SOURCES	COST	% COMPLETE
Design	SRF Grant, M 96902611-5	$663,629.00	90%
Construction Management	SRF Grant, M 96902617-2	$386,521.80	100%
Construction	SRF Grant, M 96902617-2	$1,183,786.08	100%

ACTIVITIES

Construction completed for base bid. Project closed out. Release of Claims submitted for CM and Construction. Remaining items from design to be included with Tumon Hot Spots work; design contract remains open for remaining work.

B-25 Yigo Sewer Pump Station Flood Mitigation and Facility Rehabilitation S18-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
1/12/2026		George J. Watson	Wastewater
Evaluate and design flood mitigation and rehab needs for Yigo SPS and install/construct design per plans and specs.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2018	07/31/2018	03/2024	AECOM
Construction Management	RFP-04-ENG-2019	07/20/2021	03/2024	Duenas, Camacho & Associates, Inc.
Construction	IFB-01-ENG-2021	04/26/2021	03/2024	IAN Corporation

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2016 WW 09-01	$247,252.63	98%
Construction Management	Bond 2016 WW 09-01	$96,754.00	75%
Construction	Bond 2020 MP-WW-Pump-01	$1,201,305.13	90%

ACTIVITIES

MCS finished controls configuration with HLAP and tested operations of controls and pumps. Contractor turned over the Fuel Level Sensor for the generator fuel tank. Punch list items completed; need to test floats. Processing invoice.

Started processing contractor (IAN) final invoice and substantial completion. Project closeout to follow.

B-26 Southern Drainage Sewer Line Survey
Route 2 Gravity Sewer Rehabilitation
Abandonment

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
	George Watson	Joseph Calvo	Wastewater
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				

PHASE	FUNDING SOURCES	COST	% COMPLETE

ACTIVITIES

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B-27 Fats, Oil, Grease Receiving Station S23-01-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		George J. Watson	Wastewater
Design of a Fats, Oil, and Grease (FOG) receiving station to be located at the Northern District Wastewater Treatment Plant (NDWWTP). A FOG treatment facility is needed to support GWA's FOG program, to prevent FOG discharge into the wastewater collection system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-05-ENG-2023	10/21/2024	12/2025	Duenas, Camacho & Associates, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$1,501,601.72	29%
Construction Management			
Construction			

ACTIVITIES

The RFP was issued on April 28, 2023 and closed on May 30, 2023. CCU approved final cost proposal (4/29/2024); approved by AGME (6/20/24) and Legal (7/2/24); GM approved (8/14/24). Design NTP on 10/21/2024.

Change Order No.1 for additional assistance with updating Pretreatment Manual approved and Designer completed update to Pretreatment Manual and GWA submitted to USEPA (5/6/2025) for review. USEPA, GWA and Designer are currently working through Pretreatment Manual comments and further sampling and updates required for detected contaminants.

Draft 30% FOG system Design submitted 8/22/2025. Moving into 60% design, expected late January or early February 2026.

GWA processed CO No. 2 for engineer to provide additional sampling services to satisfy the requirements of the Pretreatment Manual. CO No. 2 approved 10/31/25. Pretreatment sampling started end of November and will continue through February 2026. Expecting CO No. 3 proposal for additional electrical hardening, typhoon resiliency for the Gravity Belt Thickener building soon.

B-28 Tumon & Tamuning Hot Spots S16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 01/14/2026		Joseph Calvo	Wastewater
Sewer rehabilitation for sewer line between Holiday Resort and Guam Hyatt Hotel.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2016	6/24/2016		TGE
Construction Management	RFP-04-ENG-2019	8/6/2024		B&C
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA grants	$572,089.00	Design 100%, construction support pending
Construction Management	USEPA grants	$259,941.38	
Construction	USEPA grants	$8,248,000.00	

ACTIVITIES

- Plans for Tamuning Hotspots have been finalized.
- Permits department brought to our attention the development of a new hotel that will impact the design of the Tumon Hotspots. The designer was asked to review the proposed sewer load for the new hotel. This will likely require a change order.
- Project pending resolution of Hagåtña Main negotiations to see if this project's funding will be needed to support the construction of Hagåtña Main.

B-29 Dungca Beach Sewer Line Relocation S20-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		Rylma Nida A. Carino (PM)	Wastewater
The existing 8-inch diameter Asbestos Cement Pipe (ACP) Sewer along Dungca Beach is among the oldest in GWA's wastewater collection system. GWA Operations conducted CCTV investigations on a limited number of existing sewer lines in the Dungca Beach area. CCTV records showed substantial deterioration in the ACP sewer line which may have reached the end of its service life. A new sewer line along the right of way will be installed and customers will be connected to the new line.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2020	4/26/2021	10/30/2025	GHD
Construction Management (CM)	IDIQ	12/15/2025	6/23/2027	AECOM
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant	$ 1,244,878.75	90%
Construction Management	USEPA Grant	$ 938,097.04	6%
Construction			

ACTIVITIES

Phase I- Trankilo Street

100% Design completed.

Engineering will request USEPA Grant funding by this September, with an approximately amount of 5.3 M not including Environmental cost and permits.

An Authorization letter was issued to GHD/EA Engineering from USEPA. Per Tom Konner email, he is willing to assist GWA in coordinating with NOAA and USACOE.

EA is working on the permit application for revised CATEX due to additional work that includes sheet pile wall near the existing stream.

EA Engineering, prepared Section 401,402,403 permit application requests for processing.

GHD received Wetland Report from EA for review.

Letter of Intent to Takagi Associates, to acquire their lot to buried artifacts still no response. The last follow up is on 1/9/2026.

Phase II Lagoon Drive

The 60% design is pending due to lot acquisition for a small lift station at Lagoon Drive.

Option 1, A letter of intent was forwarded to Dr Bez and Dr Bordallo. Waiting for their response.

Option 2, To construct a packaged lift station along the easement. The GM had a meeting with the DPW Director on 8/1 to further discuss Adverse Condemnation of the 20-foot -wide public access and utility Right-Of-Way, which is not granted yet. GWA land agent follow-up with DPW on 1/9/2026. Waiting for their response.

B-30 Fujita Sewage Pump Station Redundant Force Main S20-003-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		George J. Watson	Wastewater CIP
Designer to identify redundant force main options for the Fujita SPS and provide design for selected option.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-03-ENG-2020	10/5/2022	12/2024	AECOM
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant Nos. M 96902619 & M96902621	$2,671,798.97	35%
Construction Management			
Construction			

ACTIVITIES

Conducted a site investigation on Tumon PS on 12/19 and 12/20/2024. Waiting on final report for Tumon PS. Designer working on CO for Phase II of Tumon PS. Submitted Archeological Monitoring for Geological Borehole Testing, and received report from bore tests. Change Order for additional design services for old Tumon Pump Station along with remaining design work for Fujita Pump Station now that assessments are completed approved by CCU (7/29/2025.). CO3 was approved on 9/30/2025. Designer to submit Pump Station Design Alternatives Report for both Fujita and Old Tumon Pump Station in January 2026 for review.

B-31 Hagatna Main Sewage Pump Station Redundant Force Main S20-002-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		George J. Watson	Wastewater CIP
Designer to identify redundant force main options for the Hagatna Main SPS and provide design for selected option and pump station rehabilitation.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2020	4/7/2021	12/2026	GHD
Construction Management	RFP-01-ENG-2025	In Procurement	12/2026	AECOM
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	USEPA Grant No. M 96902619, M96902623-1	$1,876,473.79	67%
Construction Management	USEPA Grant No. M97T07825, ARPA-GEDA	$1,531,086.37	0%
Construction		In Negotiation	

ACTIVITIES

Hagatna Main SPS IFB-04-ENG-2025 went out for bid on 2/27/2025. Original Bid opening date of 3/28/2025, but moved to 4/11/2025. Due to bid cost at 241% of EOR estimates and only a single bidder with restrictive timeline, moved to sole source negotiation with bidder. Negotiation ongoing.

Designer moved back to working on the force main design. GHD and DCA working together for design of FM across the causeway to get it to the Hagatna WWTP. Expecting first draft of 30% in September.

Expecting revised cost the week of 9/8/2025. A&R Pacific pending revised costs from suppliers.

CM Contract (AECOM) is currently negotiated and finalizing approvals. Currently with Legal.

NTP issued to CM Contractor NTP (10/9/2025) on all Pre-construction tasks.

AR Pacific to resubmit revised proposal week of 11/2025. Discussed proposal and requested changes. Resubmitted 12/9/2025 and looking to finalize contract by end of December; working on contract procurement to include Ph 3 & 4 for AG's office. Contractor working on gathering submittals for engineering review once contract in place.

GHD (Designer) working on finishing 100% design on FM design and will submit for review in November.

B-32 Hagatna Wastewater Treatment Plant Causeway and Facility Structural Analysis S20-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		George J. Watson	Wastewater CIP
Analysis and evaluation of Hagatna WWTP causeway bridge and facility structural integrity.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-08-ENG-2021	4/2/2021	12/2024	Duenas, Camacho & Associates, Inc.
Construction Management				
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	Bond 2020 MP-Gen-Misc-05	$942,171.00	3.7%
Construction Management			
Construction			

ACTIVITIES

- CO1 sent to DCA for signature (4/27/23), and received revised CO back from DCA for processing (5/15/23); received comments from Legal (7/24/23), and signed by Legal (7/28/23), Finance (8/17/23), and approved by GM (8/18/23).
- CO2 for SCADA/Interim communication scope with Designer finalized ($761,672.00) and approved 10/8/24. Interim upgrades in progress; will be completed January 2026 by MCS.
- Processing CO3 for additional scope for causeway and WWTP (clarifier, screening, & mechanical rehab) now ($116,964); CCU approved on 9/25/2024 but was waiting for PUC exception for PCD work.
- DCA working with GHD on new Force Main, along with replacement of power line, water line and communication lines along the causeway and to the WWTP and will be a part of CO4. CO4 will use approved contingency from CCU resolution on 9/24/2025.
- Culvert repairs will be top-down replacement and not touching the underside of the existing. This will reduce costs and ensure structural integrity. Underside will become sacrificial.

Considering options for causeway rehabilitation.

B-33 Hagatna Wastewater Treatment Plant Interim Disinfection S19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 12/16/2025		George J	Wastewater CIP
The project is a feasibility and pilot study for the use of an interim disinfection process including development of a proposed feasibility and pilot study work plan, wastewater characterization analysis and effluent quality analysis, dosing and concentration analysis, bench and pilot scale testing, chemical sourcing, transport and storage analysis, and development of detailed technical report documenting the findings and recommendations on the implementation of peracetic acid (PAA) interim disinfection.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-01-ENG-2019	7/25/2019	2/15/2021	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	IFCIP	$736,265.92	75%

ACTIVITIES

Chemical enhanced primary treatment (CEPT) optimization and PAA disinfection bench scale study was completed in 2019 and documented through a 7/12/2019 technical memo (TM). The TM identified repairs necessary to implement a full-scale PAA pilot project.

Contract amendment #1 was to include a life cycle analysis on PAA and UV disinfection options covering a 20-year life cycle cost, repair of flocculation tank mixers, coagulant manifold, influent flow meter, effluent isolation gate, digester, and clarifier. The repairs are needed for full-scale plant bench testing for a 1-week period.

Contract amendment #2 was to include parts for clarifier repairs, as proper clarifier operations were needed for the pilot project.

The full-scale plant bench testing was completed in 2021 and a meeting with GWA and DCA was held on 3/9/2022. GWA was to determine long-term plans for the HWWTP, which includes considerations for climate change impacts. A Water and Environmental Research Institute's 4/30/2022 "Impact of Climate Change on Guam Waterworks Authority Infrastructure" advisory paper projected a 1-foot sea level rise by the year 2050. The long-term plans for the HWWTP will be addressed under a study.

Following up on Final Tech Memo and will work to process final invoicing and start close out.

B-35 Indefinite Delivery-Indefinite Quantity Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement — S22-002-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 1/12/2026		George J. Watson	Wastewater CIP
IDIQ to provide GWA with ability to design, manage, and address wastewater repairs, rehabilitation, and replacements within our sewer collection/transmission system.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Project/ Construction Management	RFP-06-ENG-2022	06/2024	n/a	AECOM
Project/ Construction Management	RFP-06-ENG-2022	07/2024	n/a	Brown and Caldwell
Design/Build Construction				

FUNDING SOURCE

PHASE	S	COST	% COMPLETE
PM/CM, AECOM	GWA Bonds, USEPA SRF Grants, SDC	$8,331,872.99	15%
PM/CM, Brown and Caldwell	GWA Bonds, USEPA SRF Grants, SDC	$6,950,013.00	10%
Design/Build Construction			

ACTIVITIES

- TO No. 1: BC sent updated fees (4/4/24); AECOM signed the agreement and TO No.1 on 3/8/24; routed for GWA processing. AECOM agreement sent to AG's office for review (4/4/24); AGs commented and Legal responded (4/26/24). AGs office agreed with responses. Revise Agreement and TO1 reviewed and signed by both AECOM (5/21/24) and BC (5/28/24). No CCU approval needed.
- AECOM Agreement/TO1 hard copy routed for approval, with OPC routing to follow later; both hard copies (Agreement/TO1) signed by GM on 6/26/24 and NTP signed by AECOM for 7/1/24.
- BC Agreement/TO1 hard copy routed for approval; GM approved (7/12/24). Insurance documents received and NTP on 8/7/24.
- Scope for TO No. 2 for both AECOM and BC for CCTV work, and design of high priority gravity mains per CD, to include Capacity Assurance Projects and acute defects, as well as assistance with producing reports for EPA; CCU 10/22/2024.
- CCU approved TO2 costs (11/26/24); BC - $3,962,296 (NTP 1/17/25), AECOM - $3,786,806.57 (NTP 1/15/25).
- Both AECOM and BC starting work on CCTV for lines as part of TO No. 2; USi (CCTV sub) work ongoing. CCTV to start back up this month (1/12/2026).
- AECOM Contract Amendment 2 CCU Approved 5/27/2025 (+$3,296,818.82); BC Contract Amendment 2 CCU Approved 8/26/2025 (+$1,998,119.00). AECOM approved in OPC, and BC resubmitted for approval in OPC.

B-52 Northern Sewer Transmission Systems

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/14/2026		Joseph Calvo	Wastewater

Condition assessment and design services for Tier 1 consent decree pump stations in Northern Guam.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-05-ENG-2024	7/29/2025	8/1/2028	Duenas, Camacho & Associates, Inc.

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	MP-WW-Pump-01, ARPA-GEDA	$3,584,245.24	7%

ACTIVITIES

- Comments received from USEPA on Preliminary Work Plan for Tier 1 pump stations. Engineer in the process of addressing comments. Revised Work Plan will be submitted 10/31/2025.
- Smart Cover received by designer. Deployment has begun to Barrigada collection system.
- Revised Preliminary Work Plan for Tier 1 pump stations sent to USEPA 10/31/2025
- Condition assessments completed for Northern pump stations.
- Revised preliminary work plan disapproved, began addressing USEPA comments.

B-53 Southern Sewer Transmission Systems

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/14/2026		Joseph Calvo	Wastewater
Condition assessment and design services for Tier 1 consent decree pump stations in Southern Guam.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-06-ENG-2024	8/25/2025	9/1/2028	Brown and Caldwell

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	MP-WW-Pump-01, MP-WW-Misc-02, MP-WW-Pipe-27, ARPA-GEDA	$3,277,701.01	0%

ACTIVITIES

- Comments received from USEPA on Preliminary Work Plan for Tier 1 pump stations. Engineer in the process of addressing comments. Revised Work Plan will be submitted 10/31/2025
- Revised Preliminary Work Plan for Tier 1 pump stations sent to USEPA 10/31/2025.
- Revised preliminary work plan disapproved, began addressing USEPA comments.

B-37 Ugum Water Treatment Plant Rehabilitation W22-10-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
As of 01/08/2026	Brett E. Railey, P.E.	Ernesto L. Villarin	Water & CIP

The project involves the rehabilitation or upgrades to the raw water pumps at the river intake, settling basins, membranes, pipe gallery, generator room, backwash, neutralization tank, sludge tank, thickening system, operations and chemical building, and administration building to improve plant capacity, treatment performance, and provide reliable operation of the water treatment plant.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Assessment of WTP	Task Order No. 3 IDIQ PM/CM	07/06/2021	04/2022	Duenas, Camacho and Associates, Inc.
Construction Management	Task Order No. 3 IDIQ PM/CM		04/05/2025	Duenas, Camacho and Associates, Inc.
Construction	IFB-05-ENG-2023	02/05/2024	04/05/2025	SMCC

PHASE	FUNDING SOURCES	COST	% COMPLETE
Assessment of WTP	MP-PW-SWTP-03	$173,490.00	100%
Construction Management	MP-PW-SWTP-03	$ 89,114.00	91%
Construction	2010/2013/2020 PW 09-01 2016 WW 11-03 2020 MP-PW-SWTP-02 2020 MP-PW-SWTP-03 EPA Grant M96902621	766,129.23 1,798,477.47 1,174,000.00 1,603,120.30 3,847,050.00	87.6%, Lower due to Change Order No. 3 and 4
Change Orders (1,2, and 3)	2020A MP-PW-SWTP-03 EPA Grant M96902619 EPA Grant M97T08025 EPA Grant M98T48323	2,566,911.57	
Change Order no. 4	2020 MP-PW-SWTP-03	$199,777.11	

ACTIVITIES

Activities leading up to 01/31/2024 are described in prior monthly reports.

01/31/2025 Majority of the imported parts have been received. Remaining parts with expected arrival date are chain and flight (02.15.25, submersible pumps (02.28.25), thickener assembly (02.15.25), and hydraulic lift (03.10.25).

02/28/2025 Membranes and accessories at Cell No. 1 and Cell No. 2 were installed and commissioned. Chain and flight delivered to the job site. Replacement of chain and flight

	at clarifier no. 1 is scheduled first week of March. Pre-commissioning of river pumps/motors and VFD's still in progress
03/31/2025	Chain and flight for the 2 contact tanks and 2 clarifier tanks were installed and commissioned with the presence of manufacturer's representative. Commissioning of river pumps 1 and 2 and the VFD's were successfully completed. Negotiation for Chemical Building change order is nearing completion. This change order will address the chemical storage violations cited by GEPA on their latest sanitary survey.
04/30/2025	Negotiation for chemical Building change order completed. Change order is routed for approval. Treatment Plant exterior lighting completed except light posts on the flocculation/sedimentation area, where the rusted post anchors need to be replaced. The thickener assembly was installed and commissioned. Work on two thickener pumps in progress.
05/31/2025	The installation of two thickener pumps was completed and commissioned. Installation of hydraulic lift has started. Installation of new chemical flow meters was completed. Waiting approval of change order no. 3 for chemical building that will address EPA deficiency findings.
06/30/2025	Installation of hydraulic lift was completed and commissioned. Total of 8 posts with solar lights installed at the treatment plant (6 at settling basins, 1 at backwash, and 1 at thickener), 2 of the required 3 posts with solar lights were installed at the river pump station. All indoor and outdoor wall and ceiling lightings were replaced. Still waiting approval of change order no. 3 for chemical building that will address EPA deficiency findings.
07/31/2025	Change order no. 3 was approved on July 15, 2025. This change order extended the contract completion date to February 17, 2026. Wall demolition and installation of new walls has started.
08/29/2025	Change Order no. 3 - Chlortainer submittal approved, Contractor placed order. Demolition of existing CMU wall and installation of new CMU wall continue.
09/30/2025	Partition walls separating types of chemicals were completed. Demolition of existing CMU wall and installation of new CMU wall continue.
10/31/2025	All wall demolition works completed, concreting of suspended slab between air compressor room and centrifuge room completed. Completed painting of wall and ceiling ground floor of the room converted to chemical storage room. The existing 16-inch water meter at the river pump station was replaced with new and commissioned.
11/30/2025	Completed painting of the exterior wall of Operations/Chemical Building, completed installation of ceiling lighting fixtures.
12/31/2025	Completed preparation and painting of the interior flooring of the first and second floors, including the stairway, removal of monorail at the centrifuge room.

B-38 Design-Build of Pago Bay 12-inch Waterline Replacement 12303

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 01/08/2026	Brett E. Railey	Ernesto L. Villarin	Water & CIP

The project will complete the conceptual design prepared by GWA Engineering, structural integrity assessment of the bridge wall that will support the replacement waterline, installation of 12-inch ductile iron waterline including pipe supports, pressure testing and disinfection of new waterline, reconnection to existing waterlines, asphalt pavement restoration, disposal of existing damaged 12-inch waterline, and condition assessment of existing 16-inch waterline hanging under the Bridge.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design-Build (Construction)				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design-Build (Construction)	Bond 2010 PW 11-01 Bond 2010 PW 09-06 Bond 2020 MP-PW-Pipe-10 Bond 2020 MP-PW-Pipe-11 Bond 2020 MP-PW-Pipe-12	$25,114.00 $62,498.00 $200,000.00 $200,000.00 $12,388.00	
Construction Management			

ACTIVITIES

12/27/2024	Legal completed its review and submitted its revisions to the front end documents.
12/30/2024	Engineering incorporated the changes. Bid advertisement has been scheduled.
01/07/2025	The project was advertised for bids, submission of bids February 28, 2025.
01/14/2025	Pre-bid meeting/site inspection was held.
02/28/2025	Three (3) Addenda were issued in response to RFI's. Addendum No. 2 extended the bid submission date from February 28, 2025 to March 14, 2025 and changed the contract time from 245 calendar days to 300 calendar days.
03/31/2025	Bids were received on March 14, 2025 from 3 bidders. The lowest bid was $486,450 and the highest was $2,811,000. Engineering estimate is $500,000. The lowest bidder was asked to provide missing documents no later than April 14, 2025.
04/30/2025	Evaluation of bids completed. Bid documents and bid evaluation sent to AG's office for approval.
05/31/2025	Intent to Award letter was sent to Canton Construction Corporation, the lowest bidder, requesting to submit bonds and insurance.
06/30/2025	Contractor submitted the required performance bond and payment bond. The insurance coverage submitted is not in compliance with the requirements, still being coordinated with the Contractor.
07/31/2025	GWA Management revised the amount of insurance coverages, Canton confirmed it can provide the revised amount of insurance required.

08/18/2025	The lowest bidder, Canton Construction was given deadline of August 29, 2025 to submit all the required insurances and that failure to comply on or before the deadline may result to being a non-responsive, non-responsible bid.
09/18/2025	Canton Construction completed all requirements to proceed with the contract.
10/31/2025	Contract routing via DocuSign is complete. PO 900187 has been created with the complete contract attached and is with Brett in the approval routing. Once approvals are completed, NOA and NTP may be issued. (Contract was routed externally)
11/30/2025	NTP was issued 11/13/25. A pre-construction meeting was held on 11/21/25.
12/31/2025	Design on-going.

B-39 Current Balancing Unit for Deep Well Y-15

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 3/31/2025	Cheuk Nam Yam (Acting)	William F. Esteves Van Verango	Electrical & CIP

The project is a pilot project to install and evaluate the effectiveness of a Current Balancing Unit (CBU) for a GWA deep well. Current imbalances on the power supply to a 3-phase electric motor can cause the motor to overheat and shorted its life expectancy. The wells are operated by 3-phase electric motors. In its product literature, the CBU will monitor and automatically adjust the 3-phase currents to minimize the current imbalance to 3% or less. The CBU is also expected to accommodate wide fluctuations of voltages, so that even if the voltages from the utility are shifting up or down, the current stays balanced. There are other factors that can cause motor overheating but current imbalance is a condition that can happen frequently.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Conceptual Design				GWA
Construction Management				GWA
Design-Build (Construction)				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Conceptual Design			75%
Construction Management			0%
Design-Build (Construction)		$200,000.00 (estimate)	0%

ACTIVITIES

12/05/2025 This project initially designated A-09 as the project location. The location was later changed to Y-15, and this project also replaces the Power Line Conditioner Project for Y-15. Procurement was advertised in November 2024 under IFB 2025-03; however, there were no bidders.

The PM team decided to combine this work into the Deep Wells D-17, Y-15, M-4 GAC System Dieldrin Treatment Project, which is already under construction with A&R Pacific-Garney Federal JV as the contractor. Y-15 site is scheduled to be completed by November 2026.

B-42 GWA Upper Tumon Campus Improvements

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 01/08/2026	Cheuk Nam Yam (Acting)	Ernesto L. Villarin	Electrical & CIP

This project involves the following:

1. Phase 1 - Upper Tumon Warehouse Renovation and Meter Testing Facility Repair
2. Phase 2 – Upper Tumon Customer Service Center Renovation and Laboratory Equipment Replacement

Phase 1: Warehouse renovation involves the replacement of existing warehouse exterior structure, stairs, doors and ventilation system. May include replacement of office walls, ceilings, doors, windows and floors, and electrical rehab. Meter Testing Facility repairs of structural and water damages caused by Super Typhoon Mawar.

Phase 2: Renovation of the Upper Tumon Customer Service Center including the Information Technology and Laboratory Office areas. Replacement of Laboratory's dedicated outdoor air units.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES (PHASE 1 – Upper Tumon Warehouse Renovation)

01/07/2025 The project was advertised for bids.
01/14/2025 Pre-bid meeting/site inspection was held. Bid opening is set on March 4, 2025
02/28/2025 Three (3) Addenda were issued in response to RFI's. Addendum No. 3 extended the bid submission date from March 4, 2025 to March 18, 2025.
03/31/2025 Bids were received on March 18, 2025 from 3 bidders. The lowest bid (Base + Additive) was $1,994,540 and the highest (Base + Additive) was $3,883,379. Engineering estimate is $3,030,000.
The lowest bidder was asked to provide missing documents no later than April 14, 2025.
04/30/2025 Evaluation of bids completed. Bid documents and bid evaluation sent to AG's office for approval.
05/31/2025 CCU approved/authorized GWA management to enter into a contract with Canton Construction Corporation, the lowest bidder.
06/30/2025 PUC's scheduled meeting for the month of July was cancelled and postponed to August.
07/31/2025 PUC's scheduled meeting for the month of July was cancelled and postponed to August.
08/29/2025 Legal has not included the project in PUC agenda, it will taken on September 2025 PUC meeting.

09/25/2025 PUC order 25-09 approved petition to award Design-Build of Upper Tumon Warehouse Renovation to Canton Corporation.
09/29/2025 Intent to Award letter was sent to Canton Construction.
10/31/2025 Pending COI, Payment and Performance Bonds and Secretary's Certificate to proceed with Contract Administration and NTP.
11/30/2025 Payment and performance bonds were accepted along with COI's. Processing of contract was initiated for approval.
12/31/2025 Conducted pre-construction conference and conducted another site visit.

ACTIVITIES (PHASE 2 – Laboratory Equipment Replacement)
02/28/2025 Preparation of IFB bid package in progress.
03/31/2025 IFB Front end documents approved by Legal. IFB is expected to be out by mid-April
04/30/2025 Bid documents sent to AG for approval prior to bid advertisement.
06/30/2025 Project was advertised for bids on June 16, 2025. Mandatory attendance to pre-bid meeting and site visit held on June 20, 2025. Bids submission dates is scheduled on July 15, 2025.
07/31/2025 Addendum No. 1 was issued changing the bid submission date from July 15, 2025 to July 29, 2025. Bids were opened on July 29, 2025, Only two (2) bids were received with the lowest bidder submitting $292,000.00 and the other submitting $540.162.48.
08/29/2025 Completed bid evaluation and recommendation. Notice of Intent to Award was issued on August 13, 2025. Contracting working on required bonds and insurances.
09/30/2025 Certificates of Insurance submitted by Hydroaire was transmitted to Legal for Review.
10/31/2025 PO 900143 approval via OPC is complete. Unexecuted contract is being routed for signatures.
11/30/2025 Contract approval was completed. NTP was issued on 11/14/25 and pre-construction meeting was held on 11/21/25.
12/31/2025 Contractor's submittal of DOUA lacks information required in the specifications. Contractor contacted their vendor for additional information.

B-43 Design-Build GWA SCADA Phases 1 & 2

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 11/07/2025		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design			11/28/2025	
Construction Management				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

GWA intends to first install SCADA Server Hardware and Software along with appurtenances such as surge protection, uninterruptable power supplies, cybersecurity monitoring, communication switches, etc.
Through an existing IDIQ Contract with Duenas, Camacho, and Associates, GWA has engaged negotiation with Jacobs Engineering Group to specify this GWA Central SCADA Server. We have finalized on the scope of this sub-task. Currently waiting for pricing, expecting response by mid November. It is anticipated that this sub-task will be completed quickly, it is anticipated that the IFB Procurement Package for the Central SCADA Server will be ready for advertisement by Q2 FY2026.

B-44 SCADA Water Phase 3

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

B-45 SCADA SCADA Phase 4

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
		Cheuk Nam Yam	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Construction				
Construction Management				GWA

PHASE	FUNDING SOURCES	COST	% COMPLETE
Construction			
Construction Management			

ACTIVITIES

B-46 Rojas-Harmon Stormwater Drainage Improvements Design 42306

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
01/01/2026	Prudencio F. Aguon	Vincent Edward T. Laguana	Planning
For design of stormwater infrastructure in Harmon Rojas Street to alleviate flooding issues. Mutually beneficial project for GWA and DPW.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-07-ENG-2023	7/1/24	7/1/2025	GHD, Inc

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design	SO-98T45501-01	$871,765.99	55%

ACTIVITIES

All current invoices have been processed. No new invoices received.

Stormwater easement acquisitions are on-going and being done by DPW.

Revised MOU to include property acquisition and easement acquisition is on hold and pending signature from GWA GM.

GM to have meeting with Harmon Industrial Park Association to garner support possible collaboration. Pending review of ppt presentation by GM.

Another meeting with GM and AGME needed after response to offer letter and easement acquisition letters are received by GWA.

Pending official offer letter response and letters from easement landowners.

B-47 Temporary Water Booster Pump on Juan Sarmiento Street, Santa Rita 12504

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 01/08/2026	Cheuk Nam Yam (Acting)	Ernesto L. Villarin	Electrical & CIP

This project will provide a temporary booster station as an interim solution to provide adequate water pressure to customers located in the upper elevation of Juan P. Sarmiento Street, Santa Rita. The ongoing CIP projects are intended to address water pressure problems; however, they will take a couple of years to complete.

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				GWA
Construction Management				GWA
Construction				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design			95%
Construction Management			0%
Construction			0%

ACTIVITIES

07/30/2024	GWA sent a letter to DPW Director requesting approval of a temporary utility easement for the proposed water booster pump station.
10/31/2024	DPW Director approval of the temp utility easement is pending.
11/20/2024	Drawings and Basis of Design were submitted to the Engineer Supervisor for review and comments.
01/31/2025	Design drawings, front end documents, and specifications in progress. Target completion by mid-February 2025.
02/28/2025	Conceptual Design drawings, front end documents and specifications undergoing final review. Design Build Bid package to be complied in OPC negotiation No. CIP-202500014.
03/31/2025	IFB expected to be out by mid-April 2025.
04/30/2025	IFB to be advertised May 8, 2025, bid submission on May 23, 2025.
05/08/2025	IFB was advertised.
05/15/2025	Conducted pre-bid conference and project site visit.
05/29/2025	Addendum no. 1 was issued extending the bid submission date to 6/26/25.
06/26/2025	Bids were received from two (2) bidders. The lowest bid was $794,460.00 and the other bid was $852,450.00.
06/30/2025	A letter requesting additional information regarding availability of equipment for this project was sent to the lowest bidder.

07/31/2025	The lowest provided responded to GWA letter requesting additional information. After receipt of the additional information, a bid evaluation was prepared recommending award of the project to the lowest bidder, Korando Corporation. Bid documents being prepared for submittal to OAG for review.
08/21/2025	Notice of Intent to Award was sent to Korando Corporation. Bidder advised to submit the required bonds and insurances.
09/30/2025	Still awaiting submittal of required bonds and insurances.
10/31/2025	Contractor has submitted performance bond, payment bond, and certificates of insurance (COI). COI is with Legal for review.
11/30/2025	COI was reviewed by Legal Counsel and suggested some changes. The required changes were relayed to the Contractor. Contractor is working on the change to the COI.
12/30/2025	Waiting for pollution liability insurance.

B-50 Deep Well VFD and Electrical Upgrade

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
	Cheuk Nam Yam (Acting)	William F. Esteves	Electrical & CIP
Planning			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	REQ-2026-700055			
Construction				
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design			
Construction			
Construction Management			

ACTIVITIES

05/27/2025	CCU Resolution NO. 39-FY2025 authorized the management of GWA to petition to the PUC for the procurement of professional engineering design services.
10/30/2025	PUC Docket 25-11 authorized GWA to issue a solicitation to procure professional engineering design services.

M.Completed CIP Projects within the past year

i. Talofofo Sewer Improvement (Completed 02/2024)
ii. Bayside Sewer Pump Station Rehabilitation (Completed 03/2024)
iii. Casimiru Waterline Replacement (Completed 06/2024)
iv. Reifsnider Street Waterline (Completed 08/2024)
v. Temporary Booster Pump Station Consolacion Street, Asan (Completed 04/2024)
vi. Groundwater Production Meter Replacement (Completed 10/2024)

GUAM WATERWORKS AUTHORITY

Financial Statement Overview
November and December 2025

Executive Snapshot – December 2025 (First Quarter FY2026)
November and December operating results were favorable to budget, resulting in positive year-to-date performance through December 31, 2025, which marks the close of the first quarter of FY2026.

For November, operating revenues exceeded budget by 3%, while operating expenses were 3% below budget, resulting in earnings from operations of $3.7 million for the month. For December, operating revenues exceeded budget by 14% and operating expenses were 5% below budget, resulting in earnings from operations of $5.3 million for the month.

For the first quarter of FY2026, operating revenues totaled $42.1 million, exceeding budget by 11%, while operating expenses were 4% below budget. Earnings from operations of $14.5 million exceeded budget by $5.5 million, driven by the October rate adjustment, demand trends, and expense management.

As of December 31, 2025, Days Cash on Hand increased to 364 days, reflecting operating cash flows, settlement proceeds, and investment activity. The Rate Stabilization Fund (RSF) balance remained at $10.5 million and no RSF were used during the quarter.

Year-to-date results include $9.8 million in PFAS settlement proceeds, which will be partially offset by amounts due to the Airport. These receipts contributed to the favorable change in net position for the quarter.

From an operational perspective, year-to-date water consumption and wastewater flows increased by 3% and 9%, respectively, compared to the prior year. Federal Government demand increased due to the opening of Camp Blaz, contributing to higher system volumes and revenues.

Key items to monitor heading into the second quarter include government receivables, timing of capital expenditures and cash draws, completion of the FY2027 budget and true-up filings, and continued coordination with the PUC and its consultant on rate design.

As the CCU did not meet in December, this narrative presents monthly financial results for November and December 2025, together with year-to-date results through December 31, 2025.

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Key Financial Indicators

Indicator	Target	October 2025	November 2025	December 2025
DSC YTD • Per Section 6.12 of Indenture / PUC and CCU	1.25/1.32	1.92	1.73	1.78
Days – Cash on Hand	120 days	374 days	353 days	364 days
Collection Ratio⁺				
• Month to Date	99%	79%	77%	92%
• Year to Date	99%	79%	78%	83%
Days Billed	30 days	30 days	31 days	30 days
Account Receivable Days	30 days	38 days	43 days	43 days
Account Payable Days	45 days	36 days	40 days	31 days
Water Demand (kgals)				
• Month to Date	421,912	432,404	416,142	452,033
• Year to Date	1,265,737	432,404	848,545	1,300,579
Wastewater Flow (kgals)				
• Month to Date	310,436	379,666	339,385	362,373
• Year to Date	931,307	379,666	719,050	1,081,424
Operations & Maintenance Expense**	$7,116,282	$6,822,855	$6,967,184	$6,750,096
Water Customers	44,025	43,705	43,123	43,859
Wastewater Customers	31,311	31,106	30,961	31,603

⁺ *Includes SDC Revenue and Collection* **Excludes Depreciation*

Key Financial Indicators reflect point-in-time metrics as of month-end.

Operating Drivers: Water Consumption and Wastewater Flows

Water consumption and wastewater flows are the key operating drivers of the Authority's revenues, O&M costs, and overall financial performance. The following summarizes system activity for the months of November and December 2025 and for the year-to-date period through December 31, 2025.

For the month ended November 30, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	416,142	339,385
% Change vs Prior Year	-6%	-2%
Average Daily Consumption/Flow	13,424	10,948
Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

Billing days in November 2025 were 31, compared to 32 in November 2024.

For the month ended December 31, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	452,033	362,373
% Change vs Prior Year	12%	13%
Average Daily Consumption/Flow	15,068	12,078

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Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

Billing days in December 2025 were 30 days, one day more than in December 2024.

For the three months ended December 31, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	1,300,579	1,081,424
% Change vs Prior Year	3%	9%
Average YTD Consumption/Flow	14,292	11,884
Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

December results reflect cumulative system activity for the first quarter of FY2026, providing an initial baseline for evaluating fiscal-year demand trends. While the Federal Government water demand is not as large as other customer classes, it has increased 60X more than the prior year due to the opening of Camp Blaz. Year-to-date billing days for 2025 and 2024 were 91 days.

These monthly and year-to-date demand and flow trends directly influence the Authority's operating revenues, operations and maintenance expenses, and overall financial performance. The following sections summarize November, December and year-to-date financial results.

Monthly Financial Performance (Schedules B & C)

For the month of November 2025

- Total Operating Revenues for November 2025 of $13.0M were $387.1K or 3% more than the budget of $12.6M. November 2025 Total Operating Revenues were 2% or $239.8K more than November 2024.
- Total Operating Expenses for November 2025 of $9.3M were $279.0K or 3% less than budget of $9.6M. November 2025 Total Operating Expenses were 4% or $377.1K more than November 2024's $9.0M with decreases in utilities offsetting increases in other expense categories.
- Earnings from Operations for November 2025 of $3.7M were $666.1K more than the budget of $3.0M and $137.3K less than November 2024's $3.8M. The Change in Net Position for November 2025 of $2.0M was $274.3K less than the $2.3M budget and $1.4M less than November 2024's $3.4M. The year-over-year decrease is primarily due to increases in interest expense as well as a reduction in Federal Grants spending.

For the month of December 2025

- Total Operating Revenues for December 2025 of $14.4M were $1.8M or 14% more than the budget of $12.6M. December 2025 Total Operating Revenues were 22% or $2.6M more than December 2024.
- Total Operating Expenses for December 2025 of $9.1M were $496.5K or 5% less than budget of $9.6M. December 2025 Total Operating Expenses were 4% or $380.1K less than December 2024's $9.5M with increases in Salaries and Benefits, Administrative and General Expense, and Contractual Expense offset by decreases in other expense categories.
- Earnings from Operations for December 2025 of $5.3M were $2.3M more than the budget of $3.0M and $3.0M more than December 2024's $2.3M. The Change in Net Position for December 2025 of $6.7M was $4.5M more than the $2.3M budget and $5.3M more than December 2024's $1.4M. This is primarily due to Earnings from Operations; interest income and PFAS settlements offset interest expense for the month.

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Year-to-Date Financial Performance – FY2026 through December (Schedules D&E)

- Total Operating Revenues for the First Quarter of FY2026 of $42.1M were $4.2M or 11% more than the budget of $37.9M. FY2026 First Quarter Total Operating Revenues were 13% or $4.9M more than the first quarter of FY2025. An 8.2% increase on non-lifeline rates was effective October 2025.

- Below are the operating revenues and percentages of operating revenues (water and wastewater) contributed by GWA's customer classes for FY2026 and FY2025 YTD:

Customer Class	FY2026		FY2025	
○ Residential	$15,758,003	37.93%	$14,925,248	40.84%
○ Commercial	8,647,625	20.81%	7,586,814	20.76%
○ Hotel	7,368,179	17.73%	6,535,143	17.88%
○ Government of Guam	4,043,568	9.73%	4,115,298	11.26%
○ Federal Government	5,585,062	13.44%	3,236,347	8.86%
○ Agriculture, Golf Course, Irrigation	143,995	0.35%	149,041	0.41%
TOTALS*	$41,546,432	100.00%	$36,547,891	100.00%

*Totals may be slightly off due to rounding

- Total FY2026 First Quarter Operating Expenses of $27.6M were $1.3M or 4% less than budget of $28.8M. FY2026 First Quarter Operating Expenses were 1% or $174.2K more than the First Quarter of FY2025 with decreases in utilities offsetting increases in other expense categories.

- Earnings from Operations for the First Quarter of FY2026 of $14.5M were $5.5M more than the budget of $9.0M and $4.8M more than FY2025 First Quarter's $9.7M. The Change in Net Position for the First Quarter of FY2026 of $20.5M was $13.7M more than the $6.8M budget and $13.5M more than the First Quarter of FY2025's $7.0M. This is primarily due to receipt of PFAS settlements in the amount of $9.8M and Earnings from Operations. Note that the settlement amounts will be reduced by amounts due to the Airport.

Statement of Net Position (Schedule A)

- Total Assets & Deferred Outflows of Resources of $1.51B in September 2025 increased by $28.0M or 2% to $1.54B at end of December 2025 primarily due to increases in unrestricted cash and restricted investments. At December 31, 2025, total current assets increased by $15.6M and property, plant and equipment increased by $1.6M. Total noncurrent assets (restricted cash and investments) increased by $11.2M.

- Total Liabilities & Deferred Inflow of Resources of $1.153B in September 2025 increased by $7.6M or 1% to $1.16B at the end of December 2025. The largest increases were in interest payable which will be paid in January.

- Accounts Receivable days and Accounts Payable days in December were 43 days and 31 days compared to November 2025's 43 and 40 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.

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Cash Flow (Schedule F)
FY 2026 First Quarter cash flows from operating activities were $14.6M. Noncapital financing activities (settlement funds) cash flows were $9.8M, Cash flows used for capital and related financing activities were $4.2M. Cash provided from investing activities was $5.0M. There was a net increase in cash of $25.2M from September 2025 to December 2025.

Days Cash on Hand for December 2025 was calculated at 364 days. Note that increases in operations & maintenance expense budgets affect the cash on hand calculations. Schedule G contains a schedule of restricted and unrestricted cash and investments.

There was a balance of $10.5 million in the RSF at the end of December 2025. No Rate Stabilization Funds were used this month.

Customer Payments
While only 6% of payments are made in cash, almost 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 FY 2026, 50% of payments were made with credit cards. Below is a summary of non-residential Visa 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 2023– September 2024	837	$4,498,075	$90,440	2.01%
October 2024 – September 2025	909	$5,054,076	$101,619	2.01%
October 2025	73	$477,100	$9,593	2.01%
November 2025	77	$483,594	$9,723	2.01%
December 2025	85	$536,124	$10,779	2.01

The current merchant services agreement offers a Mastercard utility interchange rate. Because of the interchange rate agreement, there was no cap on nonresidential Mastercard users.

Saturday Collections
The Upper Tumon office is open for payments on Saturdays. For the five Saturdays in November, 737 payments totaling $136,329 were made towards GWA billings and 1,023 payments totaling $270,526 were made for GPA. In December, 627 payments totaling $118,101 were made towards GWA billings and 882 payments totaling $198,011 were made for GPA over the four Saturdays.

Guam Solid Waste (GSW) Customer Payments
GPWA began to accept GSW payments on June 6, 2022. In November 2025, GWA accepted 1,155 payments totaling $76,675 for GSW and will bill $1,155 in processing fees to GSW. In December 2025, GWA accepted 1,338 payments for GSW totaling $76,493 and will bill GSW $1,338 in processing fees.

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Capital and Financing Update

Long and Short-Term Financing
The PUC authorized GWA to proceed with the short-term financing agreement with Royal Bank of Canada. We will keep the CCU updated on any progress made.

CIP Update
Below is a table providing a summary of the various sources of funding available for GWA CIPs as of December 2025. The expenditures are life to date. Note that Department of Interior Grants also include funding for training and the GEPA Grant is for testing.

Funding Source	Available Funds	Expenditures as of 11/30/2025	Outstanding Encumbrances	Funding Request	Expenditures, Encumbrances, & Funding Requests	Unobligated Project Costs 12/31/2025	% Unobligated
B2016	$ 140,007,538	$ 132,181,105	$ 5,138,404	$ 419,883	$ 137,739,393	$ 2,268,145	1.62%
B2017 (2010)	$ 87,590,399	$ 84,681,828	$ 729,140	$ 369,152	$ 85,780,120	$ 1,810,279	2.07%
B2020A	$ 137,713,654	$ 68,333,917	$ 51,163,278	$ 3,017,852	$ 122,515,047	$ 15,198,607	11.04%
B2020B (2013)	$ 139,366,925	$ 138,292,404	$ 242,302	$ 529,962	$ 139,064,668	$ 302,257	0.22%
B2025	$ 253,069,924		$ 4,329,380	$ 2,000,000	$ 6,329,380	$ 246,740,543	97.50%
Construction Fund	$ 11,056,994	$ 1,625,400	$ 173,078		$ 1,798,477	$ 9,258,516	83.73%
SDC	$ 21,600,450	$ 12,193,071	$ 11,601	$ 6,637,742	$ 18,842,414	$ 2,758,036	12.77%
DOI	$ 2,533,783	$ 2,093,038	$ 97,115		$ 2,190,153	$ 343,630	13.56%
USEPA	$ 141,542,123	$ 33,708,145	$ 55,368,234		$ 89,076,379	$ 52,465,744	37.07%
GEPA	$ 500,000	$ 218,156	$ 29,000		$ 247,156	$ 252,844	50.57%
ARPA	$ 10,083,490	$ 1,706,056	$ 7,682,496		$ 9,388,551	$ 694,939	6.89%
GEDA	$ 62,902,250		$ 1,084,245		$ 1,084,245	$ 61,818,005	98.28%
IFCIP	$ 36,106,719	$ 20,484,832	$ 10,320,650	$ 4,828,927	$ 35,634,409	$ 472,310	1.31%
Totals	$ 1,044,074,249	$ 495,517,952	$ 136,368,924	$ 17,803,518	$ 649,690,394	$ 394,383,856	37.77%
	100.00%	47.46%	13.06%	1.71%	62.23%	37.77%	

Governance, Audit, Budget, and Rate Matters

FY2025 Audit
The audit is proceeding without issue except that the OPEB is still outstanding. Regular updates with the auditors will be scheduled virtually beginning in January. GWA should be able to meet is February deadline if the OPEB report is received in the near future.

USEPA closed its FY2024 Single Audit finding, concluding that contractor debarment vetting procedures are in place.

FY2027 Budget, True Up and Rate Design
Budgets are due from divisions in the first week of January, with budget review meetings scheduled for late January. The proposed FY2027 budget will be submitted to the CCU together with the FY2027 true-up package in March, followed by formal submittal to the PUC in April.

In parallel, GWA is continuing discussions with the PUC's consultant, Concentric, on rate design. The objective is for the PUC to consider and act on the rate design by the end of the first quarter of calendar year 2026, allowing the approved design to be incorporated into the FY2027 true-up model.

In addition, the PUC has directed the Administrative Law Judge to provide guidance for future true-up filings to ensure alignment between GWA and the PUC's consultants. As part of this effort, GWA is working toward approval of any FY2027 rate changes in August to support a more efficient budget approval process.

Dieldrin
As of the end of December, GWA had incurred $998,859 in expenditures related to the response. Through an executive order, the Governor of Guam provided $250,000, which was used to offset the majority of

GUAM WATERWORKS AUTHORITY

bottled water costs for affected residents. USEPA funds will also be used to offset the costs of Point of Use (POU) and Point of Entry (POE) systems for affected residents. To date, 44 applications for reimbursement and 313 applications for POE systems have been received.

Visitor Arrivals

In the month of November 2025, total visitors were 70,731 up 30.4% from November 2024 total visitors of 54,248. FY2026 visitors totaled 132,523, up 23.5% compared to FY2024 visitors of 107,325. Calendar Year to Date (January to November) totals for 2025 were 686,391, up 2.3% compared to 2024 CY YTD visitors of 671,215.

GUAM WATERWORKS AUTHORITY
November 30, 2025
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Statements of Net Position
November 30, 2025

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited November 30, 2025	Unaudited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	86,400,537	68,753,143	17,647,394
Restricted Funds (Schedule G)	41,413,630	47,917,143	(6,503,513)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $9,587,310 at Nov 30, 2025 and $9,418,359 at Sep 30, 2025	22,046,426	16,213,731	5,832,696
Federal Receivable	1,597,120	6,877,296	(5,280,176)
Other Receivable	2,561,730	2,699,889	(138,159)
Prepaid Expenses	2,975,113	1,212,737	1,762,376
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Nov 30, 2025 and $199,791 at Sep 30, 2025	7,059,324	6,935,675	123,649
Total Current Assets	164,053,880	150,609,613	13,444,268
Property, Plant and Equipment			
Utility plant in service			
Water system	483,115,995	483,115,995	-
Wastewater system	686,191,704	686,191,704	-
Non-utility property	36,950,224	36,950,224	-
Total property	1,206,257,923	1,206,257,923	-
Less: Accumulated Depreciation	(485,399,963)	(480,656,082)	(4,743,881)
Land	5,811,163	5,811,163	-
Construction Work in Progress	122,623,208	119,557,004	3,066,204
Property, Plant and Equipment, net	849,292,331	850,970,008	(1,677,677)
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	347,370,275	348,897,136	(1,526,862)
Investments (Schedule G)	106,294,371	95,265,017	11,029,354
Total other noncurrent assets and deferred charges	453,664,646	444,162,154	9,502,493
Total Assets	1,467,621,573	1,446,352,490	21,269,083
Deferred outflows of resources			
Debt defeasance due to bond refunding	22,961,927	23,190,417	(228,490)
Deferred outflows from pension	13,056,974	13,056,974	-
Deferred outflows from OPEB	28,992,788	28,992,788	-
Total Assets and Deferred Outflows of Resources	**1,532,633,263**	**1,511,592,669**	**21,040,593**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	965,000	965,000	-
Series 2017 Refunding Bond	2,610,000	2,610,000	-
Series 2024A Refunding Bond	3,110,000	3,110,000	-
Series 2024B Refunding Bond	4,280,000	4,280,000	-
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	5,671,113	3,913,865	1,757,248
Accrued and Other Liabilities	10,920,779	9,366,213	1,554,566
Interest Payable	15,765,336	9,002,963	6,762,372
Accrued Payroll and Employee Benefits	3,308,956	2,829,713	479,243
Current portion of employee annual leave	1,928,693	1,928,693	-
Current portion of employee sick leave	250,400	250,400	-
Contractors' Payable	15,460,248	18,129,972	(2,669,725)
Customer and Other Deposits	2,629,005	2,613,337	15,668
Total Current Liabilities	66,943,163	59,043,790	7,899,372
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	80,000,000	80,000,000	-
Series 2017 Refunding Bond	52,565,000	52,565,000	-
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	127,505,000	127,505,000	-
Series 2024B Refunding Bond	42,920,000	42,920,000	-
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	50,510,100	50,964,641	(454,542)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	53,371,429	53,371,429	-
Net OPEB obligation	103,206,575	103,206,575	-
Employee Annual Leave, Less Current Portion	498,479	498,479	-
Employee Sick Leave	2,445,264	2,445,264	-
Total Liabilities	1,106,387,594	1,098,942,763	7,444,831
Deferred inflows of resources:			
Contribution in Aid of Construction	616,337	616,337	-
Rate Stabilization Fund	9,500,000	9,500,000	-
Deferred inflows from pension	4,909,340	4,909,340	-
Deferred inflows from OPEB	32,476,967	32,476,967	-
Debt defeasance due to bond refunding	6,625,717	6,767,085	(141,369)
Total Liabilities and Deferred Inflows of Resources	1,160,515,955	1,153,212,493	7,303,462
Net Position	372,117,308	358,380,177	**13,737,131**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,532,633,263**	**1,511,592,669**	**21,040,593**

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending November 30, 2025 and 2024

	Month to Date		Variance
	Actual (Unaudited) November-25	Budget November-25	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	7,748,725	7,838,511	(89,787)
Wastewater Revenues	4,775,176	4,262,516	512,660
Legislative Surcharge	388,648	376,345	12,303
Other Revenues	36,600	42,917	(6,316)
System Development Charge	55,282	97,083	(41,801)
Total Operating Revenues	13,004,432	12,617,373	387,059
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	579,809	(170,520)
Power Purchases	1,288,838	1,466,769	177,931
Total Utility Costs	2,039,167	2,046,578	7,411
Salaries and Wages	1,974,992	2,145,851	170,858
Pension and Benefits	878,155	967,195	89,040
Total Salaries and Benefits	2,853,147	3,113,045	259,898
Capitalized Labor and Benefits	(89,270)	(404,696)	(315,426)
Net Salaries and Benefits	2,763,878	2,708,349	(55,528)
Administrative and General Expenses			
Sludge removal	146,745	97,175	(49,570)
Chemicals	193,559	248,799	55,240
Materials & Supplies	100,447	189,620	89,174
Transportation	13,005	64,840	51,835
Communications	4,620	19,909	15,289
Claims	2,350	20,848	18,498
Insurance	156,337	163,583	7,246
Training & Travel	49,512	65,544	16,032
Advertising	1,485	16,551	15,066
Miscellaneous	291,555	169,124	(122,431)
Regulatory Expense	21,918	44,873	22,955
Bad Debts Provision	78,833	84,475	5,643
Total Administrative and General Expense	1,060,366	1,185,344	124,978
Depreciation Expense	2,369,757	2,499,686	129,929
Contractual Expense			
Audit & Computer Maintenance	88,194	249,193	160,999
Building rental	50,984	75,781	24,797
Equipment rental	53,666	66,199	12,533
Legal	-	129,167	129,167
Laboratory	135,486	36,048	(99,438)
Other	130,818	234,315	103,497
Total Contractual Expense	459,148	790,702	331,555
Retiree Supp. Annuities and health care costs	585,783	326,266	(259,518)
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	644,625	385,309	(259,317)
Total Operating Expenses	9,336,941	9,615,968	279,027
Earnings (Loss) from Operations	3,667,491	3,001,405	666,086
Interest Income - Bond Funds	1,225,561	-	1,225,561
Interest Income - Other Funds	404,291	156,621	247,669
Interest Income - SDC	18,453	-	18,453
Interest Expense - Bonds	(3,369,662)	(3,402,190)	32,528
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(43,561)	-	(43,561)
Prior Year Adjustment	(190,838)	-	(190,838)
Total non-operating revenues (expenses)	(1,728,485)	(3,245,569)	1,517,084
Net Income (Loss) before capital contributions	1,939,006	(244,164)	2,183,170
Capital Contributions			
Grants from US Government	-	2,500,000	(2,500,000)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	42,500	2,500,000	(2,457,500)
Change in Net Position	1,981,506	2,255,836	(274,330)
Debt Service Calculation			
Earnings From Operations	3,667,491	3,001,405	
System Development Charge	(55,282)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	404,291	156,621	
Depreciation	2,369,757	2,499,686	
Regulatory Asset Adjustment - Legal expenses	-	125,000	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	183,333	
Balance Available for Debt Service per Section 6.12	6,445,098	5,928,005	
Balance Available for Debt Service per PUC	6,445,098	5,928,005	
Debt Service			
Principal	3,154,341	2,240,591	
Interest	1,065,211	2,075,349	
Total	4,219,552	4,315,940	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.53	1.37	
Debt Service Coverage (1.32X) (PUC)	1.53	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE C**
Comparative for the period ending November 30, 2025 and 2024

	Month to Date Actual (Unaudited) November-25	Month to Date Actual (Unaudited) November-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	7,748,725	7,874,329	(125,604)
Wastewater Revenues	4,775,176	4,394,843	380,333
Legislative Surcharge	388,648	373,799	14,850
Other Revenues	36,600	42,047	(5,446)
System Development Charge	55,282	79,646	(24,364)
Total Operating Revenues	13,004,432	12,764,663	239,768
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	840,729	(90,400)
Power Purchases	1,288,838	1,890,648	(601,809)
Total Utility Costs	2,039,167	2,731,377	(692,209)
Salaries and Wages	1,974,992	1,812,254	162,738
Pension and Benefits	878,155	798,561	79,594
Total Salaries and Benefits	2,853,147	2,610,816	242,332
Capitalized Labor and Benefits	(89,270)	(215,083)	125,813
Net Salaries and Benefits	2,763,878	2,395,733	368,145
Administrative and General Expenses			
Sludge removal	146,745	110,748	35,997
Chemicals	193,559	59,582	133,977
Materials & Supplies	100,447	116,277	(15,830)
Transportation	13,005	23,168	(10,163)
Communications	4,620	12,717	(8,096)
Claims	2,350	-	2,350
Insurance	156,337	154,434	1,903
Training & Travel	49,512	4,061	45,450
Advertising	1,485	1,000	485
Miscellaneous	291,555	100,231	191,325
Regulatory Expense	21,918	25,492	(3,575)
Bad Debts Provision	78,833	-	78,833
Total Administrative and General Expense	1,060,366	607,710	452,656
Depreciation Expense	2,369,757	2,386,294	(16,537)
Amortization of Regulatory Assets	-	52,912	(52,912)
Contractual Expense			
Audit & Computer Maintenance	88,194	170,606	(82,412)
Building rental	50,984	48,730	2,254
Equipment rental	53,666	4,177	49,489
Legal	-	-	-
Laboratory	135,486	99,890	35,596
Other	130,818	109,110	21,708
Total Contractual Expense	459,148	432,513	26,634
Retiree Supp. Annuities and health care costs	585,783	295,228	290,556
Contribution to Government of Guam	58,842	58,075	767
Total Retiree Benefits	644,625	353,303	291,322
Total Operating Expenses	9,336,941	8,959,842	377,099
Earnings (Loss) from Operations	3,667,491	3,804,822	(137,331)
Interest Income - Bond Funds	1,225,561	659,524	566,037
Interest Income - Other Funds	404,291	302,024	102,266
Interest Income - SDC	18,453	11,256	7,198
Interest Expense - Bonds	(3,369,662)	(2,284,112)	(1,085,550)
Amortization of Discount, Premium and Issuance Costs	227,271	209,450	17,821
Defeasance due to bond refunding	(43,561)	-	(43,561)
Prior Year Adjustment	(190,838)	-	(190,838)
Total non-operating revenues (expenses)	(1,728,485)	(1,101,858)	(626,627)
Net Income (Loss) before capital contributions	1,939,006	2,702,964	(763,958)
Capital Contributions			
Grants from US Government	-	648,454	(648,454)
Grants from GovGuam & Others	42,500	51,266	(8,766)
Total Capital Contributions	42,500	699,719	(657,219)
Change in Net Position	1,981,506	3,402,683	(1,421,177)
Debt Service Calculation			
Earnings From Operations	3,667,491	3,804,822	
System Development Charge	(55,282)	(79,646)	
Retiree COLA	58,842	58,075	
Interest/Investment Income	404,291	302,024	
Depreciation	2,369,757	2,386,294	
Balance Available for Debt Service per Section 6.12	6,445,098	6,471,569	
Balance Available for Debt Service per PUC	6,445,098	6,471,569	
Debt Service			
Principal	3,154,341	878,899	
Interest	1,065,211	2,363,129	
Total	4,219,552	3,242,027	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.53	2.00	
Debt Service Coverage (1.32X) (PUC)	1.53	2.00	

GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending November 30, 2025 and 2024

	Year to Date Actual (Unaudited) November-25	Budget November-25	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	16,070,285	15,677,023	393,262
Wastewater Revenues	10,429,022	8,525,033	1,903,989
Legislative Surcharge	828,706	752,690	76,016
Other Revenues	83,780	85,833	(2,053)
System Development Charge	206,901	194,167	12,734
Total Operating Revenues	27,618,693	25,234,746	2,383,947
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,500,658	1,159,618	(341,040)
Power Purchases	2,726,424	2,933,538	207,114
Total Utility Costs	4,227,082	4,093,156	(133,925)
Salaries and Wages	3,964,020	4,291,701	327,681
Pension and Benefits	1,853,278	1,934,390	81,111
Total Salaries and Benefits	5,817,298	6,226,091	408,793
Capitalized Labor and Benefits	(339,457)	(809,392)	(469,934)
Net Salaries and Benefits	5,477,841	5,416,699	(61,142)
Administrative and General Expenses			
Sludge removal	289,144	194,350	(94,795)
Chemicals	377,313	497,599	120,285
Materials & Supplies	270,087	379,241	109,154
Transportation	100,233	129,680	29,447
Communications	14,761	39,819	25,058
Claims	3,261	41,697	38,436
Insurance	312,674	327,167	14,493
Training & Travel	90,712	131,088	40,376
Advertising	11,662	33,103	21,441
Miscellaneous	519,479	338,249	(181,230)
Regulatory Expense	33,168	89,746	56,578
Bad Debts Provision	157,724	168,951	11,227
Total Administrative and General Expense	2,180,217	2,370,687	190,470
Depreciation Expense	4,743,881	4,999,372	255,491
Contractual Expense			
Audit & Computer Maintenance	199,762	498,386	298,624
Building rental	100,239	151,562	51,323
Equipment rental	53,666	132,397	78,732
Legal	-	258,333	258,333
Laboratory	201,733	72,096	(129,637)
Other	292,231	468,629	176,398
Total Contractual Expense	847,631	1,581,405	733,774
Retiree Supp. Annuities and health care costs	909,332	652,531	(256,801)
Contribution to Government of Guam	117,683	118,086	402
Total Retiree Benefits	1,027,016	770,617	(256,399)
Total Operating Expenses	18,503,667	19,231,937	728,269
Earnings (Loss) from Operations	9,115,026	6,002,809	3,112,216
Interest Income - Bond Funds	2,541,724	-	2,541,724
Interest Income - Other Funds	799,588	313,243	486,345
Interest Income - SDC	32,928	-	32,928
Interest Expense - Bonds	(6,746,688)	(6,804,380)	57,691
Amortization of Discount, Premium and Issuance Costs	454,542	-	454,542
Defeasance due to bond refunding	(87,121)	-	(87,121)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	7,775,471	-	7,775,471
Total non-operating revenues (expenses)	4,579,606	(6,491,137)	11,070,743
Net Income (Loss) before capital contributions	13,694,631	(488,328)	14,182,959
Capital Contributions			
Grants from US Government	-	5,000,000	(5,000,000)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	42,500	5,000,000	(4,957,500)
Change in Net Position	13,737,131	4,511,672	9,225,459
Debt Service Calculation			
Earnings From Operations	9,115,026	6,002,809	
System Development Charge	(206,901)	(194,167)	
Retiree COLA	117,683	118,086	
Interest/Investment Income	799,588	313,243	
Depreciation	4,743,881	4,999,372	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	250,000	
Rate Stabilization Fund	-	366,667	
Balance Available for Debt Service per Section 6.12	14,569,277	11,856,010	
Balance Available for Debt Service per PUC	14,569,277	11,856,010	
Debt Service			
Principal	6,308,682	4,481,182	
Interest	2,130,422	4,150,698	
Total	8,439,104	8,631,880	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.73	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending November 30, 2025 and 2024

SCHEDULE E

	Year to Date Actual (Unaudited) November-25	Year to Date Actual (Unaudited) November-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	16,070,285	15,205,175	865,110
Wastewater Revenues	10,429,022	8,894,629	1,534,393
Legislative Surcharge	828,706	731,330	97,376
Other Revenues	83,780	215,533	(131,753)
System Development Charge	206,901	243,864	(36,963)
Total Operating Revenues	27,618,693	25,290,531	2,328,162
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,500,658	1,567,192	(66,534)
Power Purchases	2,726,424	3,850,886	(1,124,462)
Total Utility Costs	4,227,082	5,418,078	(1,190,996)
Salaries and Wages	3,964,020	3,782,154	181,867
Pension and Benefits	1,853,278	1,644,995	208,283
Total Salaries and Benefits	5,817,298	5,427,149	390,150
Capitalized Labor and Benefits	(339,457)	(417,554)	78,097
Net Salaries and Benefits	5,477,841	5,009,594	468,246
Administrative and General Expenses			
Sludge removal	289,144	223,137	66,008
Chemicals	377,313	153,690	223,624
Materials & Supplies	270,087	225,523	44,563
Transportation	100,233	44,379	55,854
Communications	14,761	21,378	(6,617)
Claims	3,261	-	3,261
Insurance	312,674	308,868	3,806
Training & Travel	90,712	20,488	70,224
Advertising	11,662	325	11,337
Miscellaneous	519,479	210,836	308,643
Regulatory Expense	33,168	36,275	(3,108)
Bad Debts Provision	157,724	-	157,724
Total Administrative and General Expense	2,180,217	1,244,898	935,319
Depreciation Expense	4,743,881	4,795,397	(51,516)
Amortization of Regulatory Assets	-	105,824	(105,824)
Contractual Expense			
Audit & Computer Maintenance	199,762	267,665	(67,903)
Building rental	100,239	97,636	2,603
Equipment rental	53,666	4,177	49,489
Laboratory	201,733	105,202	96,531
Other	292,231	134,546	157,685
Total Contractual Expense	847,631	609,227	238,404
Retiree Supp. Annuities and health care costs	909,332	591,512	317,820
Contribution to Government of Guam	117,683	116,150	1,533
Total Retiree Benefits	1,027,016	707,662	319,354
Total Operating Expenses	18,503,667	17,890,681	612,986
Earnings (Loss) from Operations	9,115,026	7,399,850	1,715,176
Interest Income - Bond Funds	2,541,724	1,364,453	1,177,271
Interest Income - Other Funds	799,588	634,846	164,742
Interest Income - SDC	32,928	19,831	13,097
Interest Expense - Bonds	(6,746,688)	(4,568,224)	(2,178,465)
Amortization of Discount, Premium and Issuance Costs	454,542	418,900	35,641
Defeasance due to bond refunding	(87,121)		(87,121)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	7,775,471	-	7,775,471
Total non-operating revenues (expenses)	4,579,606	(2,130,194)	6,709,799
Net Income (Loss) before capital contributions	13,694,631	5,269,656	8,424,975
Capital Contributions			
Grants from US Government	-	358,856	(358,856)
Grants from GovGuam & Others	42,500	17,192	25,308
Total Capital Contributions	42,500	376,048	(333,548)
Change in Net Position	13,737,131	5,645,704	8,091,428
Debt Service Calculation			
Earnings From Operations	9,115,026	7,399,850	
System Development Charge	(206,901)	(243,864)	
Retiree COLA	117,683	116,150	
Interest/Investment Income	799,588	634,846	
Depreciation	4,743,881	4,795,397	
Transfer to Working Capital - Debt Service Reserve	14,569,277	12,702,379	
Principal	14,569,277	12,702,379	
Interest			
Total	6,308,682	1,757,798	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	2,130,422	4,726,257	
Debt Service Coverage (1.32X) (PUC)	8,439,104	6,484,055	
	1.73	1.96	
	1.73	1.96	

GUAM WATERWORKS AUTHORITY SCHEDULE F
Statement of Cash Flows
FY2026

	Unaudited YTD Nov-25	Unaudited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	21,782,100	147,575,163	(125,793,062)
Cash payments to suppliers for goods and services	(5,862,255)	(49,655,162)	43,792,906
Cash payments to employees for services	(5,338,055)	(32,564,391)	27,226,336
Cash payments for retiree healthcare costs and other benefits	(1,027,016)	(4,559,128)	3,532,112
Net cash provided by (used for) operating activities	9,554,774	60,796,482	(51,241,708)
Cash flows from noncaptial financing activities:			
Legal proceeds	7,775,471	3,522,589	4,252,882
Net cash provided by (used for) noncapital financing activities	7,775,471	3,522,589	4,252,882
Cash flow from capital and related financing activities:			
Federal grants received - Capital	5,322,676	9,481,944	(4,159,268)
Acquisition of capital assets	(5,396,471)	(64,662,679)	59,266,208
Proceeds from disposals of capital assets	-	(40,302)	40,302
Proceeds from revenue bond issuances	-	266,535,000	(266,535,000)
Principal paid on revenue bond maturities	-	(7,729,508)	7,729,508
Interest paid on revenue bonds	15,684	(28,614,861)	28,630,545
Net cash provided by (used for) capital and related financing activities	(58,112)	174,969,594	(175,027,706)
Cash flow from investing activities:			
Interest income received	3,374,240	13,116,571	(9,742,331)
Net cash provided by investing activities	3,374,240	13,116,571	(9,742,331)
Net change in cash and cash equivalents	20,646,374	252,405,237	(231,758,863)
Cash and cash equivalents at beginning of year	560,832,439	308,436,657	252,395,783
Cash and cash equivalents at end of year	581,478,813	560,841,893	20,636,919
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	9,115,026	37,238,841	(28,123,816)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	4,743,881	27,922,475	(23,178,594)
Bad debts (recovery)	157,724	1,490,311	(1,332,587)
Capitalized labor and benefits	(339,457)	(2,710,228)	2,370,770
Other Non-cash adjusments	(190,838)	(187,336)	(3,501)
(Increase) decrease in assets:			
Receivables	(5,852,261)	(2,416,911)	(3,435,350)
Materials and supplies inventories	(123,649)	(2,300,833)	2,177,184
Prepaid expenses	(1,762,376)	5,109	(1,767,486)
Increase (decrease) in liabilities:			
Accounts payable	1,757,248	(2,225,611)	3,982,859
Accrued payroll and employee benefits	479,243	1,926,175	(1,446,932)
Employee annual leave	-	-	-
Customers deposits	15,668	573,904	(558,236)
Due to grantor	-	1,500,000	(1,500,000)
Other liabilities	1,554,566	(19,414)	1,573,979
Net cash provided by (used for) operating activities	9,554,774	60,796,482	(51,241,708)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited November 30, 2025	Unaudited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	44,371,487	29,778,984	14,592,503
BOG O & M Reserve	15,959,802	15,858,170	101,633
BOG CapEx Fund	15,613,317	12,660,059	2,953,258
BOG Rate Stabilization Fund	10,450,000	10,450,000	-
Sub-total Unrestricted	**86,400,537**	**68,753,143**	**17,647,394**
RESTRICTED			
Bank Pacific	15,747	9,409	6,338
Bank of Hawaii	805,745	274,073	531,672
Community First FCU	2,575	1,751	824
First Hawaiian Bank	1,373	8,222	(6,849)
Bank Pacific Surcharge	1,062,908	302,974	759,934
Bank Pacific Escrow Deposit	1,347,343	1,347,321	23
BOG Customer Refunds	2,201,573	2,180,461	21,112
BOG Sewer Hookup Revolving Fund	2,292,322	2,278,951	13,372
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	589,938	660,099	(70,160)
BOG Revenue Trust Fund	7,721,215	12,772,177	(5,050,962)
BOG Capital Improvement Revenue Fund	13,019,704	15,993,890	(2,974,186)
	32,143,925	**38,912,809**	**(6,768,884)**
BOG - SDC Deposit	1,769,705	754,334	1,015,371
BOG - SDC CDs	7,500,000	8,250,000	(750,000)
Total SDC	**9,269,705**	**9,004,334**	**265,371**
Total Restricted	**41,413,630**	**47,917,143**	**(6,503,513)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,324,183	1,315,745	8,438
BOG Series 2016 Construction Fund	7,858,860	7,807,728	51,132
BOG Series 2017 Refunding Construction Fund	3,204,548	3,184,142	20,407
BOG Series 2020A Construction Fund	73,257,053	76,494,812	(3,237,759)
BOG Series 2025A Construction Fund	252,284,337	250,677,264	1,607,073
BOG CIF-Construction Fund Transfers	9,403,647	9,343,764	59,883
BOG Series 2025A COI Funds	37,647	73,682	(36,035)
Total Restricted - Held by Trustee	**347,370,275**	**348,897,136**	**(1,526,862)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	2,207,407	1,362,934	844,473
USB Series 2017 Debt Service Fund	2,389,722	1,485,212	904,511
USB Series 2020A Debt Service Fund	3,059,021	1,929,765	1,129,256
USB Series 2020B Debt Service Reserve Fund	2,041,012	1,284,405	756,607
USB Series 2024A Debt Service Fund	4,588,467	2,962,442	1,626,026
USB Series 2024B Debt Service Fund	2,900,613	1,782,255	1,118,358
USB Series 2025A Debt Service Fund	4,281,392	-	4,281,392
USB Series 2024A Debt Service Reserve Fund	41,712,318	41,343,585	368,733
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**106,294,371**	**95,265,017**	**11,029,354**
Total Restricted and Unrestricted Cash	**581,478,813**	**560,832,439**	**20,646,374**

GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B **SCHEDULE H**
November 30, 2025

Customer Name	No. of Accounts	AGING Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Guam Power Authority	25	$ 29,183	$ 9,865	$ 1	$ -	$ -	39,049
Guam Housing & Urban Renewal Authority	10	10,897	1,064	-	-	-	11,961
Guam Solid Waste Authority	4	1,233	77	-	-	-	1,310
Guam Housing Corporation	1	85	-	-	-	-	85
Total Autonomous Agencies	**40**	**$ 41,398**	**$ 11,005**	**$ 1**	**$ -**	**$ -**	**$ 52,405**
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	$ 60,513	$ 55,713	$ 3,728	$ -	$ -	119,953
University of Guam	47	51,001	-	$ -	$ -	$ -	51,001
Guam Environmental Protection Agency	2	307	-	-	-	-	307
Guam Community College	5	-	101	-	-	-	101
Total Semi-Autonomous Agencies	**57**	**$ 111,820**	**$ 55,814**	**$ 3,728**	**$ -**	**$ -**	**$ 171,361**
Line Agencies (Active)							
Department of Education	51	$ 333,571	$ 1,267	$ -	$ -	$ -	$ 334,837
Department of Corrections	9	181,372	131,037	-	-	-	312,409
Department of Parks & Recreation	13	41,773	28,309	-	-	-	70,082
Department of Public Works	9	24,951	22,305	-	-	-	47,257
Guam Fire Department	11	10,736	3,242	-	-	-	13,979
Guam Police Department	9	10,502	3,406	-	-	-	13,908
Office of the Governor	2	10,199	-	-	-	-	10,199
Department of Administration	6	10,005	-	-	-	-	10,005
Department of Public Health & Social Services	7	4,688	4,086	577	212	-	9,562
Department of Agriculture	7	5,972	1,834	-	-	-	7,806
Department of Military Affairs/GUARNG	1	3,973	3,661	-	-	-	7,635
Department of Youth Affairs	3	6,174	-	-	-	-	6,174
Department of Chamorro Affairs	9	2,649	908	-	-	-	3,556
Guam Homeland Security/Civil Defense	1	2,486	429	9	-	-	2,925
Department of Mental Health and Substance	4	2,603	-	-	-	-	2,603
Guam Public Library	6	1,160	266	-	-	-	1,426
Guam Visitors Bureau	2	798	591	-	-	-	1,389
Guam Veterans Affairs Office	2	997	-	-	-	-	997
Guam Energy Office	1	296	342	-	-	-	637
Department of Customs & Quarantine	1	635	-	-	-	-	635
Office of Technology	1	190	-	-	-	-	190
Total Line Agencies	**155**	**$ 655,729**	**$ 201,685**	**$ 586**	**$ 212**	**$ -**	**$ 858,212**
Other Government of Guam Entities (Active)							
Mayors Council of Guam	68	$ 35,701	$ 4,194	$ -	$ -	$ -	$ 39,894
Superior Court of Guam	2	1,834	977	-	-	-	2,811
Judiciary of Guam	4	330	-	-	-	-	330
Total Other Government of Guam Entities	**74**	**$ 37,865**	**$ 5,171**	**$ -**	**$ -**	**$ -**	**$ 43,036**
Total as of November 30, 2025 (Active)	**326**	**$ 846,812**	**$ 273,674**	**$ 4,315**	**$ 212**	**$ -**	**$ 1,125,014**

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of November 30, 2025

SCHEDULE I

ACTIVE AND INACTIVE

AGING

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	24%
Agriculture	399	32,337	8,781	2,899	1,773	56,967	102,758	0%
Commercial I	2,713	1,815,716	257,668	73,425	111,663	656,957	2,915,428	9%
Commercial II	50	448,605	45,406	30,946	37,904	250,021	812,882	3%
Commercial III	307	797,622	125,563	45,310	48,137	458,802	1,475,434	5%
Golf Course	14	13,331	3,479	14,471	2,866	7,207	41,353	0%
Hotel	53	2,687,250	123,216	158,158	161,108	1,605,289	4,735,020	15%
Irrigation	28	(2,576)	1,020	55	-	212	(1,288)	0%
Residential	47,432	6,053,616	1,106,360	678,275	384,928	5,717,193	13,940,373	44%
	51,445	**$ 18,219,084**	**$ 2,316,578**	**$ 1,317,152**	**$ 816,733**	**$ 8,879,714**	**$ 31,549,261**	**100%**
		58%	**7%**	**4%**	**3%**	**28%**		

Less Allowance for Doubtful Accounts: (9,502,834)
Net Accounts Receivable: **22,046,426**

Days Receivables Outstanding 43

ACTIVE ONLY

AGING

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	28%
Agriculture	379	32,337	8,749	1,979	1,453	6,165	50,684	0%
Commercial I	2,593	1,815,116	256,561	70,754	45,324	400,583	2,588,338	10%
Commercial II	38	448,605	45,406	30,946	37,904	95,505	658,367	2%
Commercial III	295	797,622	125,563	45,310	48,137	419,481	1,436,113	5%
Golf Course	12	13,331	3,479	14,471	2,866	1,050	35,196	0%
Hotel	52	2,687,250	123,216	158,158	161,108	1,435,584	4,565,315	17%
Irrigation	27	(2,576)	1,020	55	-	-	(1,501)	0%
Residential	40,460	6,086,314	1,053,388	620,652	331,460	2,187,965	10,279,780	38%
	44,305	**$ 18,251,182**	**$ 2,262,467**	**$ 1,255,938**	**$ 696,605**	**$ 4,673,401**	**$ 27,139,594**	**100%**
		67%	**8%**	**5%**	**3%**	**17%**		

Less Allowance for Doubtful Accounts: (9,502,834)
Net Accounts Receivable: **17,636,760**

As of October 31, 2025

AGING

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	448	$ 4,656,107	$ 488,200	$ 105,872	$ 40,146	$ 130,596	$ 5,420,921	19%
Agriculture	402	29,814	3,469	1,841	1,140	56,800	93,065	0%
Commercial I	2,709	1,850,811	237,410	140,378	40,759	640,003	2,909,361	10%
Commercial II	50	447,525	49,950	55,585	37,991	265,811	856,861	3%
Commercial III	307	694,401	68,049	48,509	36,330	452,428	1,299,716	5%
Golf Course	14	12,060	20,545	8,061	1,050	6,157	47,872	0%
Hotel	53	2,964,202	163,660	173,560	176,814	1,518,835	4,997,071	18%
Irrigation	28	4,009	1,092	67	-	212	5,380	0%
Residential	47,313	5,372,609	994,708	535,354	371,808	5,614,720	12,889,199	45%
	51,324	**$ 16,031,537**	**$ 2,027,082**	**$ 1,069,227**	**$ 706,038**	**$ 8,685,562**	**$ 28,519,446**	**100%**
		56%	**7%**	**4%**	**2%**	**30%**		

Less Allowance for Doubtful Accounts: (9,502,834)
Net Accounts Receivable: **19,016,612**

Days Receivables Outstanding 38

AGING

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
Government	448	$ 4,656,107	$ 488,200	$ 105,872	$ 40,146	$ 130,596	$ 5,420,921	23%
Agriculture	382	29,782	2,549	1,521	908	6,230	40,991	0%
Commercial I	2,589	1,849,442	235,203	74,208	35,977	385,905	2,580,734	11%
Commercial II	38	447,525	49,950	55,585	37,991	111,295	702,345	3%
Commercial III	295	694,401	68,049	48,509	36,330	413,107	1,260,395	5%
Golf Course	12	12,060	20,545	8,061	1,050	-	41,715	0%
Hotel	52	2,964,202	163,660	173,560	176,814	1,349,131	4,827,367	20%
Irrigation	27	4,009	1,092	67	-	-	5,168	0%
Residential	40,454	5,310,548	954,093	487,695	313,594	2,132,888	9,198,817	38%
	44,297	**$ 15,968,075**	**$ 1,983,340**	**$ 955,078**	**$ 642,809**	**$ 4,529,152**	**$ 24,078,453**	**100%**
		66%	**8%**	**4%**	**3%**	**19%**		

Less Allowance for Doubtful Accounts: (9,502,834)
Net Accounts Receivable: **14,575,619**

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	**AGING**						
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**	Days Payable Outstanding
November 30, 2025	$ 4,206,717	$ 1,026,886	$ 204,795	$ 22,553	$ 210,161	**$ 5,671,113**	
	74%	18%	4%	0%	4%	**100%**	40
October 31, 2025	$ 3,958,344	$ 308,039	$ 20,938	$ 3,253	$ 197,018	**$ 4,487,592**	
	88%	7%	0%	0%	4%	**100%**	36
September 30, 2025	$ 3,414,027	$ 316,058	$ 50,939	$ 6,029	$ 191,166	**$ 3,978,218**	
	86%	8%	1%	0%	5%	**100%**	36

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

CLASS		AUDITED										UNAUDITED	ANNUALIZED
		FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	FY2017 TOTAL CONSUMPTION (kGal)	FY2018 TOTAL CONSUMPTION (kGal)	FY2019 TOTAL CONSUMPTION (kGal)	FY2020 TOTAL CONSUMPTION (kGal)	FY2021 TOTAL CONSUMPTION (kGal)	FY2022 CONSUMPTION (kGal)	FY2023 TOTAL CONSUMPTION (kGal)	FY2024 TOTAL CONSUMPTION (kGal)	FY2025 TOTAL CONSUMPTION (kGal)	FY2026 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	3,115,717	3,064,638	3,058,429
C	Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	840,261	834,395	864,060
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	78,190
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	413,727
H	Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	635,654	686,269	633,237
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,403
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	38,316
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	2,910
	GRAND TOTAL	6,036,620	6,033,960	5,711,790	5,758,590	5,855,091	5,757,733	5,339,864	5,278,164	5,062,012	5,119,087	5,099,880	5,091,273

GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of November 30, 2025

Funding Summary

Total available project funds	$	21,421,323
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**9,216,652**

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	-	-	-
Groundwater Well Production Meter Rep.	151,207	-	151,207
	$ 12,193,071	**$ 11,601**	**$ 12,204,672**

Future planned projects

Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

GUAM WATERWORKS AUTHORITY
December 31, 2025
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GUAM WATERWORKS AUTHORITY
Statements of Net Position
December 31, 2025

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited December 31, 2025	Unaudited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	85,869,806	68,753,143	17,116,663
Restricted Funds (Schedule G)	44,759,447	47,917,143	(3,157,696)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $9,671,785 at Dec 31, 2025 and $9,418,359 at Sep 30, 2025	22,354,075	16,213,731	6,140,344
Federal Receivable	1,025,713	6,877,296	(5,851,583)
Other Receivable	2,555,956	2,699,889	(143,933)
Prepaid Expenses	2,455,892	1,212,737	1,243,155
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Dec 31, 2025 and $199,791 at Sep 30, 2025	7,165,330	6,935,675	229,656
Total Current Assets	166,186,219	150,609,613	15,576,606
Property, Plant and Equipment			
Utility plant in service			
Water system	483,115,995	483,115,995	-
Wastewater system	686,191,704	686,191,704	-
Non-utility property	36,950,224	36,950,224	-
Total property	1,206,257,923	1,206,257,923	-
Less: Accumulated Depreciation	(487,769,383)	(480,656,082)	(7,113,302)
Land	5,811,163	5,811,163	-
Construction Work in Progress	128,303,964	119,557,004	8,746,960
Property, Plant and Equipment, net	852,603,667	850,970,008	1,633,659
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	344,248,662	348,897,136	(4,648,474)
Investments (Schedule G)	111,106,624	95,265,017	15,841,607
Total other noncurrent assets and deferred charges	455,355,286	444,162,154	11,193,132
Total Assets	1,474,755,887	1,446,352,490	28,403,397
Deferred outflows of resources			
Debt defeasance due to bond refunding	22,847,682	23,190,417	(342,735)
Deferred outflows from pension	13,056,974	13,056,974	-
Deferred outflows from OPEB	28,992,788	28,992,788	-
Total Assets and Deferred Outflows of Resources	**1,539,653,332**	**1,511,592,669**	**28,060,662**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	965,000	965,000	-
Series 2017 Refunding Bond	2,610,000	2,610,000	-
Series 2024A Refunding Bond	3,110,000	3,110,000	-
Series 2024B Refunding Bond	4,280,000	4,280,000	-
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	3,164,935	3,913,865	(748,930)
Accrued and Other Liabilities	11,650,736	9,366,213	2,284,523
Interest Payable	19,146,522	9,002,963	10,143,559
Accrued Payroll and Employee Benefits	2,464,664	2,829,713	(365,049)
Current portion of employee annual leave	1,928,693	1,928,693	-
Current portion of employee sick leave	250,400	250,400	-
Contractors' Payable	15,288,873	18,129,972	(2,841,100)
Customer and Other Deposits	2,591,310	2,613,337	(22,027)
Total Current Liabilities	67,494,766	59,043,790	8,450,975
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	80,000,000	80,000,000	-
Series 2017 Refunding Bond	52,565,000	52,565,000	-
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	127,505,000	127,505,000	-
Series 2024B Refunding Bond	42,920,000	42,920,000	-
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	50,282,829	50,964,641	(681,813)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	53,371,429	53,371,429	-
Net OPEB obligation	103,206,575	103,206,575	-
Employee Annual Leave, Less Current Portion	498,479	498,479	-
Employee Sick Leave	2,445,264	2,445,264	-
Total Liabilities	1,106,711,926	1,098,942,763	7,769,163
Deferred inflows of resources:			
Contribution in Aid of Construction	616,337	616,337	-
Rate Stabilization Fund	9,500,000	9,500,000	-
Deferred inflows from pension	4,909,340	4,909,340	-
Deferred inflows from OPEB	32,476,967	32,476,967	-
Debt defeasance due to bond refunding	6,555,032	6,767,085	(212,053)
Total Liabilities and Deferred Inflows of Resources	1,160,769,602	1,153,212,493	7,557,110
Net Position	378,883,729	358,380,177	**20,503,553**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,539,653,332**	**1,511,592,669**	**28,060,662**

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending December 31, 2025 and 2024

	Month to Date		Variance
	Actual (Unaudited) December-25	Budget December-25	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	8,516,130	7,838,511	677,619
Wastewater Revenues	5,270,038	4,262,516	1,007,522
Legislative Surcharge	432,251	376,345	55,906
Other Revenues	46,505	42,917	3,589
System Development Charge	167,523	97,083	70,440
Total Operating Revenues	14,432,448	12,617,373	1,815,075
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	579,809	(170,520)
Power Purchases	1,373,192	1,466,769	93,577
Total Utility Costs	2,123,521	2,046,578	(76,943)
Salaries and Wages	2,098,211	2,145,851	47,640
Pension and Benefits	979,211	967,195	(12,017)
Total Salaries and Benefits	3,077,422	3,113,045	35,623
Capitalized Labor and Benefits	(192,638)	(404,696)	(212,057)
Net Salaries and Benefits	2,884,784	2,708,349	(176,435)
Administrative and General Expenses			
Sludge removal	149,535	97,175	(52,360)
Chemicals	72,272	248,799	176,527
Materials & Supplies	146,198	189,620	43,423
Transportation	36,330	64,840	28,510
Communications	10,333	19,909	9,576
Claims	5,278	20,848	15,570
Insurance	156,337	163,583	7,246
Training & Travel	11,501	65,544	54,043
Advertising	6,937	16,551	9,614
Miscellaneous	193,643	169,124	(24,519)
Regulatory Expense	14,525	44,873	30,348
Bad Debts Provision	82,100	84,475	2,375
Total Administrative and General Expense	884,989	1,185,344	300,354
Depreciation Expense	2,369,421	2,499,686	130,266
Contractual Expense			
Audit & Computer Maintenance	159,368	249,193	89,825
Building rental	53,335	75,781	22,446
Equipment rental	21,216	66,199	44,983
Legal	-	129,167	129,167
Laboratory	132,576	36,048	(96,528)
Other	99,423	234,315	134,892
Total Contractual Expense	465,917	790,702	324,785
Retiree Supp. Annuities and health care costs	332,043	326,266	(5,778)
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	390,885	385,309	(5,576)
Total Operating Expenses	9,119,517	9,615,968	496,452
Earnings (Loss) from Operations	5,312,932	3,001,405	2,311,527
Interest Income - Bond Funds	1,216,170	-	1,216,170
Interest Income - Other Funds	389,476	156,621	232,855
Interest Income - SDC	11,242	-	11,242
Interest Expense - Bonds	(3,365,871)	(3,402,190)	36,319
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(43,561)	-	(43,561)
Legal settlements	2,072,828	-	2,072,828
Total non-operating revenues (expenses)	507,555	(3,245,569)	3,753,124
Net Income (Loss) before capital contributions	5,820,487	(244,164)	6,064,651
Capital Contributions			
Grants from US Government	887,186	2,500,000	(1,612,814)
Total Capital Contributions	887,186	2,500,000	(1,612,814)
Change in Net Position	6,707,673	2,255,836	4,451,837
Debt Service Calculation			
Earnings From Operations	5,312,932	3,001,405	
System Development Charge	(167,523)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	389,476	156,621	
Depreciation	2,369,421	2,499,686	
Regulatory Asset Adjustment - Legal expenses	-	125,000	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	183,333	
Balance Available for Debt Service per Section 6.12	7,963,146	5,928,005	
Balance Available for Debt Service per PUC	7,963,146	5,928,005	
Debt Service			
Principal	3,154,341	2,240,591	
Interest	1,065,211	2,075,349	
Total	4,219,552	4,315,940	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.89	1.37	
Debt Service Coverage (1.32X) (PUC)	1.89	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position SCHEDULE C
Comparative for the period ending December 31, 2025 and 2024

	Month to Date Actual (Unaudited) December-25	Month to Date Actual (Unaudited) December-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	8,516,130	7,008,033	1,508,097
Wastewater Revenues	5,270,038	4,366,111	903,927
Legislative Surcharge	432,251	342,613	89,638
Rate Stabilization Revenue Deferral	-	-	-
Other Revenues	46,505	39,528	6,978
System Development Charge	167,523	75,994	91,529
Total Operating Revenues	14,432,448	11,832,279	2,600,169
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	783,596	(33,267)
Power Purchases	1,373,192	1,913,208	(540,017)
Total Utility Costs	2,123,521	2,696,805	(573,284)
Salaries and Wages	2,098,211	1,877,917	220,295
Pension and Benefits	979,211	819,539	159,672
Total Salaries and Benefits	3,077,422	2,697,456	379,966
Capitalized Labor and Benefits	(192,638)	(161,000)	(31,638)
Net Salaries and Benefits	2,884,784	2,536,456	348,328
Administrative and General Expenses			
Sludge removal	149,535	109,651	39,884
Chemicals	72,272	100,377	(28,105)
Materials & Supplies	146,198	219,407	(73,209)
Transportation	36,330	28,430	7,900
Communications	10,333	12,502	(2,170)
Claims	5,278	-	5,278
Insurance	156,337	154,434	1,903
Training & Travel	11,501	18,902	(7,400)
Advertising	6,937	750	6,187
Miscellaneous	193,643	133,916	59,727
Regulatory Expense	14,525	12,599	1,926
Bad Debts Provision	82,100	-	82,100
Total Administrative and General Expense	884,989	790,967	94,022
Depreciation Expense	2,369,421	2,609,840	(240,419)
Amortization of Regulatory Assets	-	52,912	(52,912)
Contractual Expense			
Audit & Computer Maintenance	159,368	111,605	47,763
Building rental	53,335	48,730	4,604
Equipment rental	21,216	15,194	6,022
Laboratory	132,576	125,363	7,213
Other	99,423	90,319	9,104
Total Contractual Expense	465,917	391,211	74,706
Retiree Supp. Annuities and health care costs	332,043	363,306	(31,263)
Contribution to Government of Guam	58,842	58,075	767
Total Retiree Benefits	390,885	421,381	(30,496)
Total Operating Expenses	9,119,517	9,499,572	(380,055)
Earnings (Loss) from Operations	5,312,932	2,332,708	2,980,224
Interest Income - Bond Funds	1,216,170	662,526	553,644
Interest Income - Other Funds	389,476	385,148	4,328
Interest Income - SDC	11,242	26,102	(14,860)
Interest Expense - Bonds	(3,365,871)	(2,284,112)	(1,081,759)
Amortization of Discount, Premium and Issuance Costs	227,271	209,450	17,821
Defeasance due to bond refunding	(43,561)	-	(43,561)
Legal settlements	2,072,828	-	2,072,828
Total non-operating revenues (expenses)	507,555	(1,000,886)	(564,387)
Net Income (Loss) before capital contributions	5,820,487	1,331,821	4,488,666
Capital Contributions			
Grants from US Government	887,186	70,000	817,186
Total Capital Contributions	887,186	70,000	817,186
Change in Net Position	6,707,673	1,401,821	5,305,851

Debt Service Calculation		
Earnings From Operations	5,312,932	2,332,708
System Development Charge	(167,523)	(75,994)
Retiree COLA	58,842	58,075
Interest/Investment Income	389,476	385,148
Depreciation	2,369,421	2,609,840
Balance Available for Debt Service per Section 6.12	7,963,146	5,309,775
Balance Available for Debt Service per PUC	7,963,146	5,309,775
Debt Service		
Principal	3,154,341	878,899
Interest	1,065,211	2,363,129
Total	4,219,552	3,242,027
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.89	1.64
Debt Service Coverage (1.32X) (PUC)	1.89	1.64

GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending December 31, 2025 and 2024

	Year to Date Actual (Unaudited) December-25	Budget December-25	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	24,586,415	23,515,534	1,070,881
Wastewater Revenues	15,699,060	12,787,549	2,911,511
Legislative Surcharge	1,260,957	1,129,035	131,922
Other Revenues	130,285	128,750	1,535
System Development Charge	374,424	291,250	83,174
Total Operating Revenues	42,051,141	37,852,119	4,199,023
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,250,987	1,739,428	(511,559)
Power Purchases	4,099,615	4,400,307	300,691
Total Utility Costs	6,350,602	6,139,734	(210,868)
Salaries and Wages	6,062,231	6,437,552	375,321
Pension and Benefits	2,832,489	2,901,584	69,095
Total Salaries and Benefits	8,894,721	9,339,136	444,415
Capitalized Labor and Benefits	(532,096)	(1,214,088)	(681,992)
Net Salaries and Benefits	8,362,625	8,125,048	(237,576)
Administrative and General Expenses			
Sludge removal	438,679	291,525	(147,155)
Chemicals	449,585	746,398	296,813
Materials & Supplies	416,285	568,861	152,576
Transportation	136,563	194,520	57,957
Communications	25,094	59,728	34,634
Claims	8,539	62,545	54,006
Insurance	469,011	490,750	21,739
Training & Travel	102,213	196,632	94,419
Advertising	18,599	49,654	31,055
Miscellaneous	713,122	507,373	(205,749)
Regulatory Expense	47,693	134,619	86,926
Bad Debts Provision	239,824	253,426	13,602
Total Administrative and General Expense	3,065,207	3,556,031	490,824
Depreciation Expense	7,113,302	7,499,059	385,757
Contractual Expense			
Audit & Computer Maintenance	359,130	747,580	388,450
Building rental	153,574	227,343	73,769
Equipment rental	74,882	198,596	123,714
Legal	-	387,500	387,500
Laboratory	334,309	108,144	(226,165)
Other	332,906	702,944	370,039
Total Contractual Expense	1,254,800	2,372,107	1,117,308
Retiree Supp. Annuities and health care costs	1,241,376	978,797	(262,579)
Contribution to Government of Guam	176,525	177,129	604
Total Retiree Benefits	1,417,901	1,155,926	(261,975)
Total Operating Expenses	27,564,436	28,847,905	1,283,469
Earnings (Loss) from Operations	14,486,706	9,004,214	5,482,492
Interest Income - Bond Funds	3,757,895	-	3,757,895
Interest Income - Other Funds	1,189,064	469,864	719,200
Interest Income - SDC	44,170	-	44,170
Interest Expense - Bonds	(10,112,560)	(10,206,570)	94,010
Amortization of Discount, Premium and Issuance Costs	681,813	-	681,813
Defeasance due to bond refunding	(130,682)	-	(130,682)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	9,848,299	-	9,848,299
Total non-operating revenues (expenses)	5,087,161	(9,736,706)	14,823,867
Net Income (Loss) before capital contributions	19,573,867	(732,492)	20,306,358
Capital Contributions			
Grants from US Government	887,186	7,500,000	(6,612,814)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	929,686	7,500,000	(6,570,314)
Change in Net Position	20,503,553	6,767,508	13,736,044
Debt Service Calculation			
Earnings From Operations	14,486,706	9,004,214	
System Development Charge	(374,424)	(291,250)	
Retiree COLA	176,525	177,129	
Interest/Investment Income	1,189,064	469,864	
Depreciation	7,113,302	7,499,059	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	375,000	
Rate Stabilization Fund	-	550,000	
Balance Available for Debt Service per Section 6.12	22,591,172	17,784,016	
Balance Available for Debt Service per PUC	22,591,172	17,784,016	
Debt Service			
Principal	9,463,023	6,721,773	
Interest	3,195,633	6,226,047	
Total	12,658,656	12,947,820	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.78	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending December 31, 2025 and 2024

SCHEDULE E

	Year to Date Actual (Unaudited) December-25	Year to Date Actual (Unaudited) December-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	24,586,415	22,213,208	2,373,207
Wastewater Revenues	15,699,060	13,260,740	2,438,320
Legislative Surcharge	1,260,957	1,073,943	187,014
Other Revenues	130,285	255,061	(124,775)
System Development Charge	374,424	319,858	54,566
Total Operating Revenues	42,051,141	37,122,810	4,928,331
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,250,987	2,350,788	(99,801)
Power Purchases	4,099,615	5,764,094	(1,664,479)
Total Utility Costs	6,350,602	8,114,883	(1,764,280)
Salaries and Wages	6,062,231	5,660,070	402,161
Pension and Benefits	2,832,489	2,464,535	367,955
Total Salaries and Benefits	8,894,721	8,124,605	770,116
Capitalized Labor and Benefits	(532,096)	(578,554)	46,458
Net Salaries and Benefits	8,362,625	7,546,050	816,574
Administrative and General Expenses			
Sludge removal	438,679	332,788	105,891
Chemicals	449,585	254,066	195,519
Materials & Supplies	416,285	444,930	(28,645)
Transportation	136,563	72,809	63,754
Communications	25,094	33,881	(8,787)
Claims	8,539	-	8,539
Insurance	469,011	463,302	5,709
Training & Travel	102,213	39,389	62,824
Advertising	18,599	1,075	17,524
Miscellaneous	713,122	344,752	368,370
Regulatory Expense	47,693	48,874	(1,181)
Bad Debts Provision	239,824	-	239,824
Total Administrative and General Expense	3,065,207	2,035,866	1,029,341
Depreciation Expense	7,113,302	7,405,237	(291,935)
Amortization of Regulatory Assets	-	158,736	(158,736)
Contractual Expense			
Audit & Computer Maintenance	359,130	379,270	(20,140)
Building rental	153,574	146,366	7,207
Equipment rental	74,882	19,371	55,511
Laboratory	334,309	230,565	103,744
Other	332,906	224,865	108,040
Total Contractual Expense	1,254,800	1,000,438	254,362
Retiree Supp. Annuities and health care costs	1,241,376	954,818	286,558
Contribution to Government of Guam	176,525	174,225	2,300
Total Retiree Benefits	1,417,901	1,129,043	288,858
Total Operating Expenses	27,564,436	27,390,253	174,183
Earnings (Loss) from Operations	14,486,706	9,732,557	4,754,148
Interest Income - Bond Funds	3,757,895	2,026,979	1,730,916
Interest Income - Other Funds	1,189,064	1,019,994	169,070
Interest Income - SDC	44,170	45,933	(1,763)
Interest Expense - Bonds	(10,112,560)	(6,852,336)	(3,260,224)
Amortization of Discount, Premium and Issuance Costs	681,813	628,350	53,462
Defeasance due to bond refunding	(130,682)		(130,682)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	9,848,299	-	9,848,299
Total non-operating revenues (expenses)	5,087,161	(3,131,080)	8,218,241
Net Income (Loss) before capital contributions	19,573,867	6,601,477	12,972,389
Capital Contributions			
Grants from US Government	887,186	428,856	458,330
Grants from GovGuam & Others	42,500	17,192	25,308
Total Capital Contributions	929,686	446,048	483,638
Change in Net Position	20,503,553	7,047,525	13,456,028
Debt Service Calculation			
Earnings From Operations	14,486,706	9,732,557	
System Development Charge	(374,424)	(319,858)	
Retiree COLA	176,525	174,225	
Interest/Investment Income	1,189,064	1,019,994	
Depreciation	7,113,302	7,405,237	
Balance Available for Debt Service per Section 6.12	22,591,172	18,012,155	
Balance Available for Debt Service per PUC	22,591,172	18,012,155	
Debt Service			
Principal	9,463,023	2,636,697	
Interest	3,195,633	7,089,386	
Total	12,658,656	9,726,082	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.78	1.85	
Debt Service Coverage (1.32X) (PUC)	1.78	1.85	

GUAM WATERWORKS AUTHORITY **SCHEDULE F**
Statement of Cash Flows
FY2026

	Unaudited YTD Dec-25	Unaudited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	35,792,879	147,575,163	(111,782,283)
Cash payments to suppliers for goods and services	(10,558,841)	(49,655,162)	39,096,321
Cash payments to employees for services	(9,259,769)	(32,564,391)	23,304,622
Cash payments for retiree healthcare costs and other benefits	(1,417,901)	(4,559,128)	3,141,227
Net cash provided by (used for) operating activities	14,556,369	60,796,482	(46,240,113)
Cash flows from noncaptial financing activities:			
Legal proceeds	9,848,299	3,522,589	6,325,710
Net cash provided by (used for) noncapital financing activities	9,848,299	3,522,589	6,325,710
Cash flow from capital and related financing activities:			
Federal grants received - Capital	6,781,268	9,481,944	(2,700,675)
Acquisition of capital assets	(11,055,964)	(64,662,679)	53,606,715
Proceeds from disposals of capital assets	-	(40,302)	40,302
Proceeds from revenue bond issuances	-	266,535,000	(266,535,000)
Principal paid on revenue bond maturities	-	(7,729,508)	7,729,508
Interest paid on revenue bonds	30,999	(28,614,861)	28,645,860
Net cash provided by (used for) capital and related financing activities	(4,243,697)	174,969,594	(179,213,291)
Cash flow from investing activities:			
Interest income received	4,991,128	13,116,571	(8,125,443)
Net cash provided by investing activities	4,991,128	13,116,571	(8,125,443)
Net change in cash and cash equivalents	25,152,099	252,405,237	(227,253,138)
Cash and cash equivalents at beginning of year	560,832,439	308,436,657	252,395,783
Cash and cash equivalents at end of year	585,984,538	560,841,893	25,142,645
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	14,486,706	37,238,841	(22,752,136)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	7,113,302	27,922,475	(20,809,173)
Bad debts (recovery)	239,824	1,490,311	(1,250,487)
Capitalized labor and benefits	(532,096)	(2,710,228)	2,178,132
Non-cash pension costs	-	-	-
Non-cash OPEB costs	-	-	-
Other Non-cash adjusments	(190,838)	(187,336)	(3,501)
(Increase) decrease in assets:			
Receivables	(6,236,235)	(2,416,911)	(3,819,324)
Materials and supplies inventories	(229,656)	(2,300,833)	2,071,178
Prepaid expenses	(1,243,155)	5,109	(1,248,265)
Increase (decrease) in liabilities:			
Accounts payable	(748,930)	(2,225,611)	1,476,681
Accrued payroll and employee benefits	(365,049)	1,926,175	(2,291,223)
Employee annual leave	-	-	-
Customers deposits	(22,027)	573,904	(595,931)
Due to grantor	-	1,500,000	(1,500,000)
Other liabilities	2,284,523	(19,414)	2,303,936
Net cash provided by (used for) operating activities	14,556,369	60,796,482	(46,240,113)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited December 31, 2025	Unaudited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	43,784,754	29,778,984	14,005,770
BOG O & M Reserve	16,007,235	15,858,170	149,065
BOG CapEx Fund	15,621,887	12,660,059	2,961,828
BOG Rate Stabilization Fund	10,450,000	10,450,000	-
Sub-total Unrestricted	**85,869,806**	**68,753,143**	**17,116,663**
RESTRICTED			
Bank Pacific	13,526	9,409	4,117
Bank of Hawaii	281,311	274,073	7,238
Community First FCU	2,810	1,751	1,059
First Hawaiian Bank	1,571	8,222	(6,651)
Bank Pacific Surcharge	1,448,216	302,974	1,145,242
Bank Pacific Escrow Deposit	1,347,343	1,347,321	23
BOG Customer Refunds	2,205,237	2,180,461	24,776
BOG Sewer Hookup Revolving Fund	2,306,719	2,278,951	27,768
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	829,326	660,099	169,228
BOG Revenue Trust Fund	10,780,096	12,772,177	(1,992,081)
BOG Capital Improvement Revenue Fund	13,064,048	15,993,890	(2,929,843)
	35,363,685	**38,912,809**	**(3,549,124)**
BOG - SDC Deposit	395,762	754,334	(358,572)
BOG - SDC CDs	9,000,000	8,250,000	750,000
Total SDC	**9,395,762**	**9,004,334**	**391,428**
Total Restricted	**44,759,447**	**47,917,143**	**(3,157,696)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,326,901	1,315,745	11,156
BOG Series 2016 Construction Fund	7,826,433	7,807,728	18,706
BOG Series 2017 Refunding Construction Fund	3,214,072	3,184,142	29,931
BOG Series 2020A Construction Fund	69,379,737	76,494,812	(7,115,075)
BOG Series 2025A Construction Fund	253,032,165	250,677,264	2,354,901
BOG CIF-Construction Fund Transfers	9,431,594	9,343,764	87,830
BOG Series 2024AB COI Funds	-	-	-
BOG Series 2025A COI Funds	37,758	73,682	(35,924)
Total Restricted - Held by Trustee	**344,248,662**	**348,897,136**	**(4,648,474)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	2,631,240	1,362,934	1,268,306
USB Series 2017 Debt Service Fund	2,843,683	1,485,212	1,358,471
USB Series 2020A Debt Service Fund	3,625,763	1,929,765	1,695,998
USB Series 2020B Debt Service Reserve Fund	2,420,734	1,284,405	1,136,329
USB Series 2024A Debt Service Fund	5,404,489	2,962,442	2,442,047
USB Series 2024B Debt Service Fund	3,461,911	1,782,255	1,679,655
USB Series 2025A Debt Service Fund	5,718,660	-	5,718,660
USB Series 2024A Debt Service Reserve Fund	41,885,725	41,343,585	542,140
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**111,106,624**	**95,265,017**	**15,841,607**
Total Restricted and Unrestricted Cash	**585,984,538**	**560,832,439**	**25,152,099**

GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B **SCHEDULE H**
December 31, 2025

Customer Name	No. of Accounts	AGING Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Port Authority of Guam	6	$ 60,371	$ -	$ -	$ -	$ -	60,371
Guam Power Authority	25	43,141	10,937	1	-	-	54,080
Guam Housing & Urban Renewal Authority	10	9,598	-	-	-	-	9,598
Guam Solid Waste Authority	4	909	77	-	-	-	986
Guam Housing Corporation	1	83	-	-	-	-	83
Total Autonomous Agencies	**46**	**$ 114,103**	**$ 11,014**	**$ 1**	**$ -**	**$ -**	**$ 125,119**
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	$ 60,367	$ 60,513	$ 55,713	$ 3,728	$ -	180,320
University of Guam	47	60,011	-	$ -	$ -	$ -	60,011
Guam Environmental Protection Agency	2	297	307	-	-	-	603
Total Semi-Autonomous Agencies	**52**	**$ 120,675**	**$ 60,820**	**$ 55,713**	**$ 3,728**	**$ -**	**$ 240,934**
Line Agencies (Active)							
Department of Education	51	$ 355,252	$ 5,986	$ -	$ -	$ -	$ 361,238
Department of Corrections	9	185,968	682	-	-	-	186,651
Department of Parks & Recreation	13	36,754	15,667	-	-	-	52,421
Department of Public Works	9	26,636	-	-	-	-	26,636
Department of Administration	6	12,998	7,925	-	-	-	20,923
Guam Fire Department	11	10,464	6,225	3,242	-	-	19,932
Department of Military Affairs/GUARNG	1	5,439	3,973	3,661	-	-	13,074
Department of Public Health & Social Services	7	4,164	4,688	3,100	528	-	12,479
Department of Youth Affairs	3	3,187	6,174	-	-	-	9,362
Guam Police Department	9	5,906	672	54	-	-	6,632
Guam Homeland Security/Civil Defense	1	1,761	2,486	429	9	-	4,686
Department of Agriculture	7	3,556	45	-	-	-	3,600
Guam Association of Retired Persons	1	3,442	-	-	-	-	3,442
Department of Mental Health And Substance	1	2,433	-	-	-	-	2,433
Guam Veterans Affairs Office	2	1,156	997	-	-	-	2,153
Office of the Governor	2	2,002	-	-	-	-	2,002
Department of Customs & Quarantine	1	635	635	-	-	-	1,271
Guam Energy Office	1	702	296	-	-	-	998
Guam Visitors Bureau	2	428	89	-	-	-	518
Guam Public Library	6	366	-	-	-	-	366
Department of Chamorro Affairs	9	45	-	-	-	-	45
Total Line Agencies	**152**	**$ 663,297**	**$ 56,540**	**$ 10,487**	**$ 537**	**$ -**	**$ 730,860**
Other Government of Guam Entities (Active)							
Mayors Council of Guam	68	$ 21,189	$ 5,222	$ 4,063	$ -	$ -	$ 30,474
Superior Court of Guam	2	977	-	-	-	-	977
Total Other Government of Guam Entities	**70**	**$ 22,166**	**$ 5,222**	**$ 4,063**	**$ -**	**$ -**	**$ 31,451**
Total as of December 31, 2025 (Active)	**320**	**$ 920,240**	**$ 133,596**	**$ 70,263**	**$ 4,265**	**$ -**	**$ 1,128,363**

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of December 31, 2025

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 6,598,224	$ 291,746	$ 276,314	$ 22,461	$ 131,644	$ 7,320,389	23%
Agriculture	398	33,498	5,499	6,197	1,518	53,851	100,563	0%
Commercial I	2,715	2,240,174	157,002	73,592	50,896	721,740	3,243,404	10%
Commercial II	52	481,754	79,808	40,926	26,629	244,546	873,663	3%
Commercial III	308	790,280	75,327	53,126	48,906	465,615	1,433,254	4%
Golf Course	14	9,022	205	124	9,099	6,157	24,608	0%
Hotel	54	3,299,742	197,592	67,027	118,246	1,644,744	5,327,351	17%
Irrigation	28	3,377	423	145	55	212	4,211	0%
Residential	47,512	5,648,021	1,150,109	641,817	490,578	5,767,892	13,698,416	43%
	51,529	**$ 19,104,093**	**$ 1,957,710**	**$ 1,159,268**	**$ 768,388**	**$ 9,036,400**	**$ 32,025,860**	**100%**
		60%	**6%**	**4%**	**2%**	**28%**		
						Less Allowance for Doubtful Accounts:	(9,671,785)	
						Net Accounts Receivable:	**22,354,075**	
						Days Receivables Outstanding	43	

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 6,598,224	$ 291,746	$ 276,314	$ 22,461	$ 131,644	$ 7,320,389	27%
Agriculture	378	32,791	5,499	6,197	1,518	5,988	51,993	0%
Commercial I	2,595	2,236,750	155,946	71,755	48,821	404,142	2,917,413	11%
Commercial II	38	481,754	79,808	40,926	26,629	90,030	719,148	3%
Commercial III	294	790,160	75,327	47,327	39,899	426,294	1,379,007	5%
Golf Course	12	9,022	205	124	9,099	-	18,451	0%
Hotel	53	3,299,742	197,592	67,027	118,246	1,475,040	5,157,647	19%
Irrigation	27	3,377	423	145	55	-	3,999	0%
Residential	40,462	5,596,814	1,101,494	587,060	436,300	2,205,579	9,927,247	36%
	44,307	**$ 19,048,635**	**$ 1,908,039**	**$ 1,096,875**	**$ 703,029**	**$ 4,738,717**	**$ 27,495,295**	**100%**
		69%	**7%**	**4%**	**3%**	**17%**		
						Less Allowance for Doubtful Accounts:	(9,671,785)	
						Net Accounts Receivable:	**17,823,510**	

As of November 30, 2025

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	24%
Agriculture	399	32,337	8,781	2,899	1,773	56,967	102,758	0%
Commercial I	2,713	1,815,716	257,668	73,425	111,663	656,957	2,915,428	9%
Commercial II	50	448,605	45,406	30,946	37,904	250,021	812,882	3%
Commercial III	307	797,622	125,563	45,310	48,137	458,802	1,475,434	5%
Golf Course	14	13,331	3,479	14,471	2,866	7,207	41,353	0%
Hotel	53	2,687,250	123,216	158,158	161,108	1,605,289	4,735,020	15%
Irrigation	28	(2,576)	1,020	55	-	212	(1,288)	0%
Residential	47,432	6,053,616	1,106,360	678,275	384,928	5,717,193	13,940,373	44%
	51,445	**$ 18,219,084**	**$ 2,316,578**	**$ 1,317,152**	**$ 816,733**	**$ 8,879,714**	**$ 31,549,261**	**100%**
		58%	**7%**	**4%**	**3%**	**28%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**22,046,426**	
						Days Receivables Outstanding	43	

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	28%
Agriculture	379	32,337	8,749	1,979	1,453	6,165	50,684	0%
Commercial I	2,593	1,815,116	256,561	70,754	45,324	400,583	2,588,338	10%
Commercial II	38	448,605	45,406	30,946	37,904	95,505	658,367	2%
Commercial III	295	797,622	125,563	45,310	48,137	419,481	1,436,113	5%
Golf Course	12	13,331	3,479	14,471	2,866	1,050	35,196	0%
Hotel	52	2,687,250	123,216	158,158	161,108	1,435,584	4,565,315	17%
Irrigation	27	(2,576)	1,020	55	-	-	(1,501)	0%
Residential	40,460	6,086,314	1,053,388	620,652	331,460	2,187,965	10,279,780	38%
	44,305	**$ 18,251,182**	**$ 2,262,467**	**$ 1,255,938**	**$ 696,605**	**$ 4,673,401**	**$ 27,139,594**	**100%**
		67%	**8%**	**5%**	**3%**	**17%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**17,636,760**	

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	**AGING**						
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**	Days Payable Outstanding
December 31, 2025	$ 2,231,882	$ 150,545	$ 489,348	$ 90,337	$ 202,822	**$ 3,164,935**	
	71%	5%	15%	3%	6%	**100%**	31
November 30, 2025	$ 4,206,717	$ 1,026,886	$ 204,795	$ 22,553	$ 210,161	**$ 5,671,113**	
	74%	18%	4%	0%	4%	**100%**	40
October 31, 2025	$ 3,958,344	$ 308,039	$ 20,938	$ 3,253	$ 197,018	**$ 4,487,592**	
	88%	7%	0%	0%	4%	**100%**	36

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

CLASS		AUDITED										UNAUDITED	ANNUALIZED
		FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	FY2017 TOTAL CONSUMPTION (kGal)	FY2018 TOTAL CONSUMPTION (kGal)	FY2019 TOTAL CONSUMPTION (kGal)	FY2020 TOTAL CONSUMPTION (kGal)	FY2021 TOTAL CONSUMPTION (kGal)	FY2022 CONSUMPTION (kGal)	FY2023 TOTAL CONSUMPTION (kGal)	FY2024 TOTAL CONSUMPTION (kGal)	FY2025 TOTAL CONSUMPTION (kGal)	FY2026 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	3,115,717	3,064,638	3,081,028
C	Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	840,261	834,395	876,380
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	79,479
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	437,274
H	Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	635,654	686,269	679,955
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,494
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	42,463
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	3,242
	GRAND TOTAL	6,036,620	6,033,960	5,711,790	5,758,590	5,855,091	5,757,733	5,339,864	5,278,164	5,062,012	5,119,087	5,099,880	5,202,315

GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of December 31, 2025

Funding Summary		**Total**
Total available project funds	$	21,600,450
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**9,395,778**

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	-	-	-
Groundwater Well Production Meter Rep.	151,207	-	151,207
	$ 12,193,071	**$ 11,601**	**$ 12,204,672**

Future planned projects

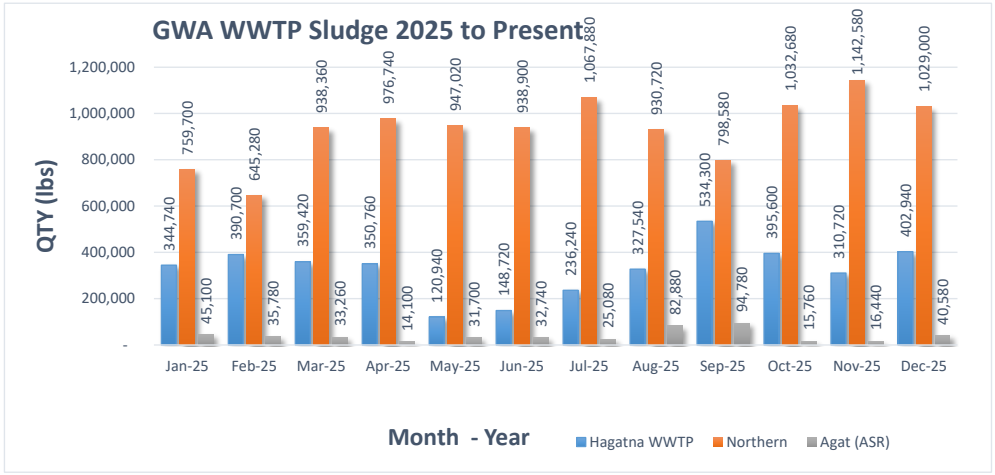
Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

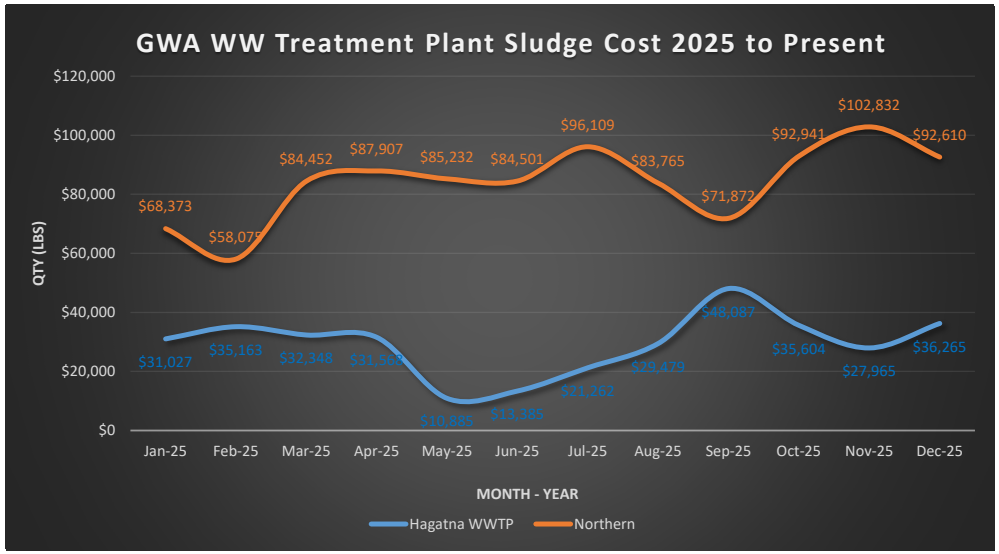
	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2024	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Month- Yr	lbs	$	lbs	$	lbs	$	lbs	$
Jan-24	294,880	$26,539	708,340	$63,751	49,540	$4,459	1,052,760	$94,748
Feb-24	236,000	$21,240	823,700	$74,133	29,860	$2,687	1,089,560	$98,060
Mar-24	181,780	$16,360	866,520	$77,987	35,300	$3,177	1,083,600	$97,524
Apr-24	69,160	$6,224	833,500	$75,015	13,100	$1,179	915,760	$82,418
May-24	402,840	$36,256	739,860	$66,587	29,900	$2,691	1,172,600	$105,534
Jun-24	196,240	$17,662	774,420	$69,698	17,260	$1,553	987,920	$88,913
Jul-24	318,800	$28,692	548,520	$49,367	46,880	$4,219	914,200	$82,278
Aug-24	359,160	$32,324	650,260	$58,523	17,220	$1,550	1,026,640	$92,398
Sep-24	286,900	$25,821	648,940	$58,405	30,020	$2,702	965,860	$86,927
Oct-24	435,500	$39,195	828,020	$74,522	0	$0	1,263,520	$113,717
Nov-24	342,041	$30,784	846,160	$76,154	76,060	$6,845	1,264,261	$113,783
Dec-24	346,740	$31,207	864,840	$77,836	40,480	$3,643	1,252,060	$112,685
Grand Total	3,470,041	$312,304	9,133,080	$821,977	385,620	$34,706	12,988,741	$1,168,987
Monthly Avg.	289,170	$26,025	761,090	$68,498	35,056	$3,155	1,082,395	$97,416

	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2025	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Month- Yr	lbs	$	lbs	$	lbs	$	lbs	$
Jan-25	344,740	$31,027	759,700	$68,373	45,100	$4,059	1,149,540	$103,459
Feb-25	390,700	$35,163	645,280	$58,075	35,780	$3,220	1,071,760	$96,458
Mar-25	359,420	$32,348	938,360	$84,452	33,260	$2,993	1,331,040	$119,794
Apr-25	350,760	$31,568	976,740	$87,907	14,100	$1,269	1,341,600	$120,744
May-25	120,940	$10,885	947,020	$85,232	31,700	$2,853	1,099,660	$98,969
Jun-25	148,720	$13,385	938,900	$84,501	32,740	$2,947	1,120,360	$100,832
Jul-25	236,240	$21,262	1,067,880	$96,109	25,080	$2,257	1,329,200	$119,628
Aug-25	327,540	$29,479	930,720	$83,765	82,880	$7,459	1,341,140	$120,703
Sep-25	534,300	$48,087	798,580	$71,872	94,780	$8,530	1,427,660	$128,489
Oct-25	395,600	$35,604	1,032,680	$92,941	15,760	$1,418	1,444,040	$129,964
Nov-25	310,720	$27,965	1,142,580	$102,832	16,440	$1,480	1,469,740	$132,277
Dec-25	402,940	$36,265	1,029,000	$92,610	40,580	$3,652	1,472,520	$132,527
Grand Total	3,922,620	$353,036	11,207,440	$1,008,670	468,200	$42,138	15,598,260	$1,403,843
Monthly Avg.	326,885	$29,420	933,953	$84,056	39,017	$3,512	1,299,855	$116,987

Oct-Nov 2025 Sludge hauling at ASR low as Operation is thickening MLSS in oxidation tank before sending it to Digester for further processing.
Oct and Nov 2025 all within NPDES permit limit.

Hagatna and Northern WWTP Sludge Report 2023 to present, GWA Operations kcog / da, 1/9/2026





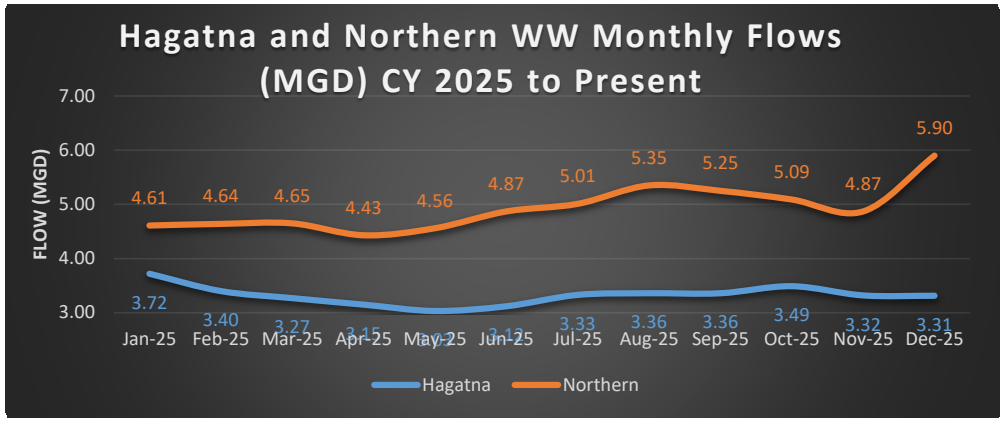
Hagatna and Northern WWTP Sludge Report 2023 to present, GWA Operations kcog / da, 1/9/2026

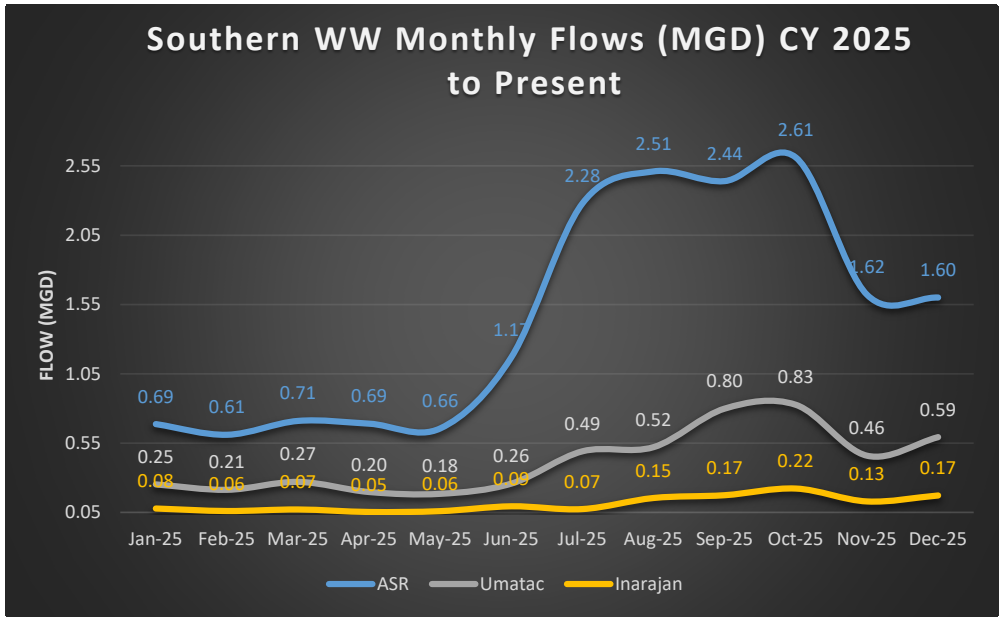
Wastewater Treatment Plant Average Monthy Flows Million Gallons Per Day

2024	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-24	4.14	4.93	0.91	0.30	0.11
Feb-24	3.98	4.86	0.78	0.24	0.10
Mar-24	4.04	4.69	0.88	0.18	0.06
Apr-24	4.01	4.70	1.07	0.20	0.07
May-24	3.96	4.76	0.90	0.21	0.06
Jun-24	4.07	4.67	0.78	0.24	0.07
Jul-24	4.09	4.65	0.98	0.23	0.07
Aug-24	4.36	4.81	1.64	0.33	0.10
Sep-24	3.30	4.90	2.21	0.93	0.27
Oct-24	4.15	4.68	1.83	0.98	0.22
Nov-24	3.61	4.77	1.24	0.69	0.14
Dec-24	3.66	4.60	0.97	0.35	0.09
2024 Average MGD	**3.95**	**4.75**	**1.18**	**0.40**	**0.11**
2024 Total MGY	**1,442**	**1,734**	**432**	**148**	**41**

2025	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-25	3.72	4.61	0.69	0.25	0.08
Feb-25	3.40	4.64	0.61	0.21	0.06
Mar-25	3.27	4.65	0.71	0.27	0.07
Apr-25	3.15	4.43	0.69	0.20	0.05
May-25	3.03	4.56	0.66	0.18	0.06
Jun-25	3.12	4.87	1.17	0.26	0.09
Jul-25	3.33	5.01	2.28	0.49	0.07
Aug-25	3.36	5.35	2.51	0.52	0.15
Sep-25	3.36	5.25	2.44	0.80	0.17
Oct-25	3.49	5.09	2.61	0.83	0.22
Nov-25	3.32	4.87	1.62	0.46	0.13
Dec-25	3.31	5.90	1.60	0.59	0.17
2025 Average MGD	**3.32**	**4.94**	**1.47**	**0.42**	**0.11**
2025 Total MGY	**1,213**	**1,803**	**537**	**155**	**41**

GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 1/9/2026

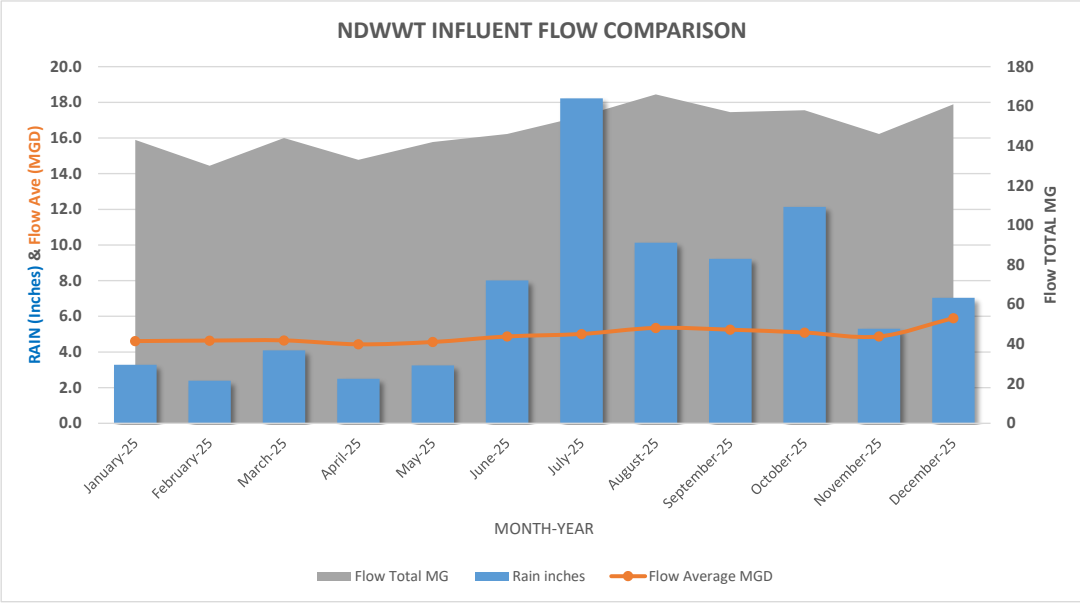




GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 1/9/2026

NDWWT INFLUENT FLOW vs RAIN COMPARISON

Date	Rain inches	Flow Average MGD	Flow Total MG
January-24	4.0	4.93	153
February-24	3.4	4.86	141
March-24	3.8	4.69	145
April-24	4.4	4.70	141
May-24	3.1	4.76	147
June-24	7.8	4.67	140
July-24	7.0	4.65	144
August-24	10.4	4.81	149
September-24	15.7	4.90	148
October-24	20.1	4.68	146
November-24	8.5	4.77	143
December-24	7.4	4.6	143
January-25	3.3	4.61	143
February-25	2.4	4.64	130
March-25	4.1	4.65	144
April-25	2.5	4.43	133
May-25	3.3	4.56	142
June-25	8.0	4.87	146
July-25	18.2	5.01	155
August-25	10.1	5.35	166
September-25	9.2	5.25	157
October-25	12.1	5.09	158
November-25	5.3	4.87	146
December-25	7.0	5.9	161



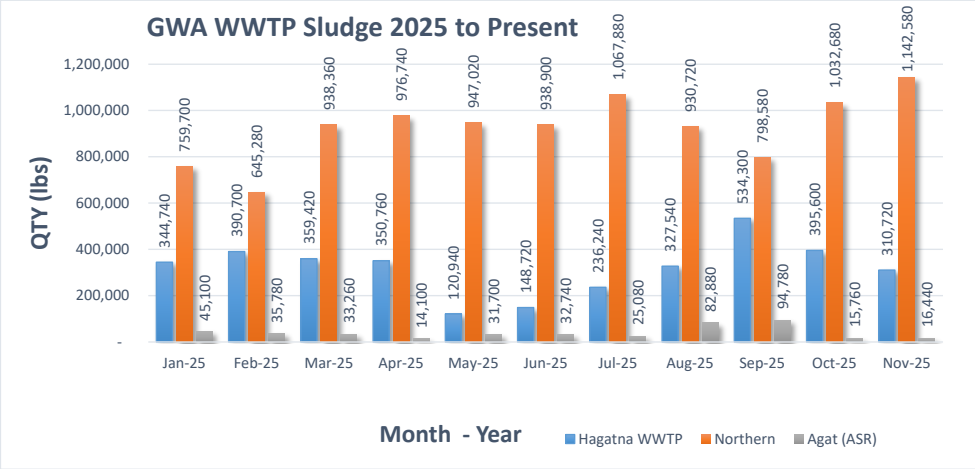
GWA WWT Influent Flow vs Rain Comparison 2023 to Present, prepared by kcog/da, 1/9/2026

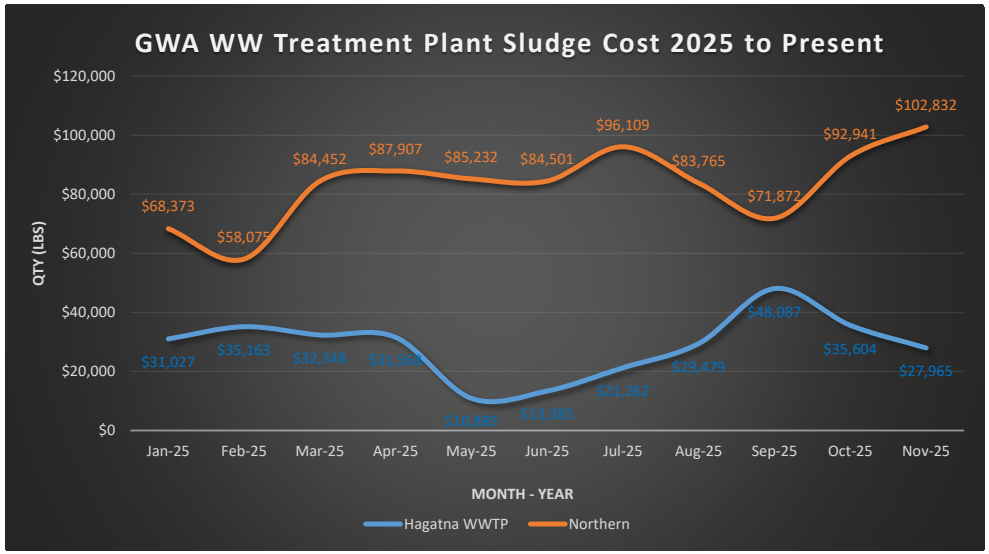
	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2024	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Month- Yr	lbs	$	lbs	$	lbs	$	lbs	$
Jan-24	294,880	$26,539	708,340	$63,751	49,540	$4,459	1,052,760	$94,748
Feb-24	236,000	$21,240	823,700	$74,133	29,860	$2,687	1,089,560	$98,060
Mar-24	181,780	$16,360	866,520	$77,987	35,300	$3,177	1,083,600	$97,524
Apr-24	69,160	$6,224	833,500	$75,015	13,100	$1,179	915,760	$82,418
May-24	402,840	$36,256	739,860	$66,587	29,900	$2,691	1,172,600	$105,534
Jun-24	196,240	$17,662	774,420	$69,698	17,260	$1,553	987,920	$88,913
Jul-24	318,800	$28,692	548,520	$49,367	46,880	$4,219	914,200	$82,278
Aug-24	359,160	$32,324	650,260	$58,523	17,220	$1,550	1,026,640	$92,398
Sep-24	286,900	$25,821	648,940	$58,405	30,020	$2,702	965,860	$86,927
Oct-24	435,500	$39,195	828,020	$74,522	0	$0	1,263,520	$113,717
Nov-24	342,041	$30,784	846,160	$76,154	76,060	$6,845	1,264,261	$113,783
Dec-24	346,740	$31,207	864,840	$77,836	40,480	$3,643	1,252,060	$112,685
Grand Total	3,470,041	$312,304	9,133,080	$821,977	385,620	$34,706	12,988,741	$1,168,987
Monthly Avg.	289,170	$26,025	761,090	$68,498	35,056	$3,155	1,082,395	$97,416

	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2025	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Month- Yr	lbs	$	lbs	$	lbs	$	lbs	$
Jan-25	344,740	$31,027	759,700	$68,373	45,100	$4,059	1,149,540	$103,459
Feb-25	390,700	$35,163	645,280	$58,075	35,780	$3,220	1,071,760	$96,458
Mar-25	359,420	$32,348	938,360	$84,452	33,260	$2,993	1,331,040	$119,794
Apr-25	350,760	$31,568	976,740	$87,907	14,100	$1,269	1,341,600	$120,744
May-25	120,940	$10,885	947,020	$85,232	31,700	$2,853	1,099,660	$98,969
Jun-25	148,720	$13,385	938,900	$84,501	32,740	$2,947	1,120,360	$100,832
Jul-25	236,240	$21,262	1,067,880	$96,109	25,080	$2,257	1,329,200	$119,628
Aug-25	327,540	$29,479	930,720	$83,765	82,880	$7,459	1,341,140	$120,703
Sep-25	534,300	$48,087	798,580	$71,872	94,780	$8,530	1,427,660	$128,489
Oct-25	395,600	$35,604	1,032,680	$92,941	15,760	$1,418	1,444,040	$129,964
Nov-25	310,720	$27,965	1,142,580	$102,832	16,440	$1,480	1,469,740	$132,277
Dec-25		$0		$0		$0	-	$0
Grand Total	3,519,680	$316,771	10,178,440	$916,060	427,620	$38,486	14,125,740	$1,271,317
Monthly Avg.	319,971	$28,797	925,313	$83,278	38,875	$3,499	1,284,158	$115,574

Oct-Nov 2025 Sludge hauling at ASR low as Operation is thickening MLSS in oxidation tank before sending it to Digester for further processing.
Oct and Nov 2025 all within NPDES permit limit.

Hagatna and Northern WWTP Sludge Report 2023 to present, GWA Operations kcog / da, 12/2/2025





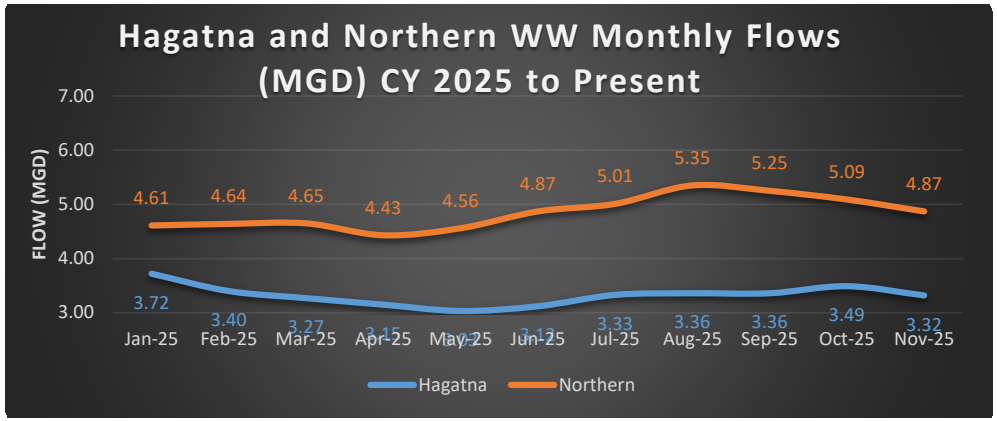
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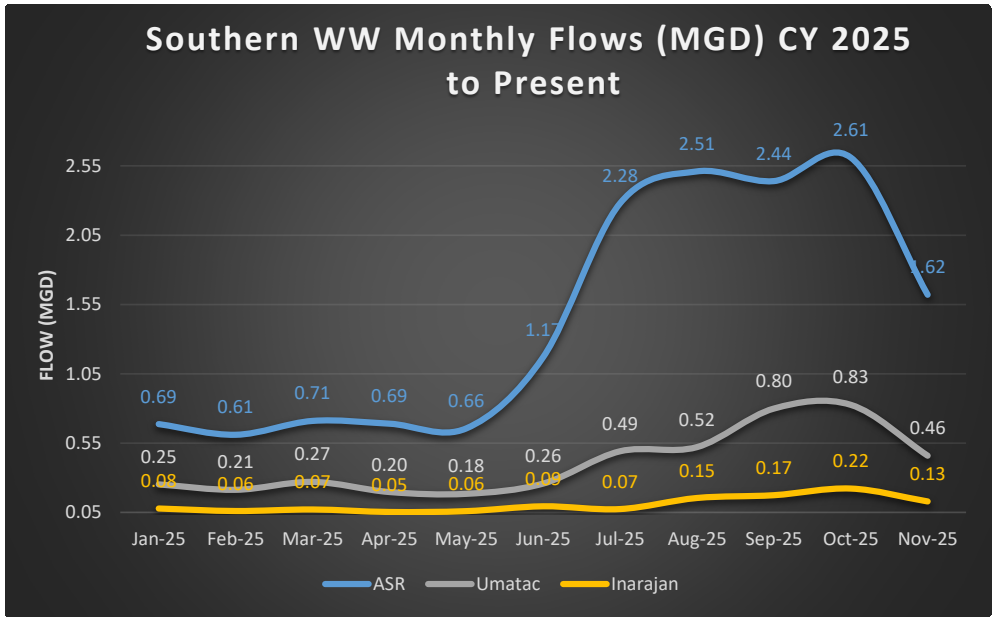
Wastewater Treatment Plant Average Monthy Flows Million Gallons Per Day

2024	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-24	4.14	4.93	0.91	0.30	0.11
Feb-24	3.98	4.86	0.78	0.24	0.10
Mar-24	4.04	4.69	0.88	0.18	0.06
Apr-24	4.01	4.70	1.07	0.20	0.07
May-24	3.96	4.76	0.90	0.21	0.06
Jun-24	4.07	4.67	0.78	0.24	0.07
Jul-24	4.09	4.65	0.98	0.23	0.07
Aug-24	4.36	4.81	1.64	0.33	0.10
Sep-24	3.30	4.90	2.21	0.93	0.27
Oct-24	4.15	4.68	1.83	0.98	0.22
Nov-24	3.61	4.77	1.24	0.69	0.14
Dec-24	3.66	4.60	0.97	0.35	0.09
2024 Average MGD	**3.95**	**4.75**	**1.18**	**0.40**	**0.11**
2024 Total MGY	**1,442**	**1,734**	**432**	**148**	**41**

2025	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-25	3.72	4.61	0.69	0.25	0.08
Feb-25	3.40	4.64	0.61	0.21	0.06
Mar-25	3.27	4.65	0.71	0.27	0.07
Apr-25	3.15	4.43	0.69	0.20	0.05
May-25	3.03	4.56	0.66	0.18	0.06
Jun-25	3.12	4.87	1.17	0.26	0.09
Jul-25	3.33	5.01	2.28	0.49	0.07
Aug-25	3.36	5.35	2.51	0.52	0.15
Sep-25	3.36	5.25	2.44	0.80	0.17
Oct-25	3.49	5.09	2.61	0.83	0.22
Nov-25	3.32	4.87	1.62	0.46	0.13
Dec-25					
2025 Average MGD	**3.32**	**4.85**	**1.45**	**0.41**	**0.11**
2025 Total MGY	**1,110**	**1,620**	**488**	**136**	**36**

GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 12/2/2025

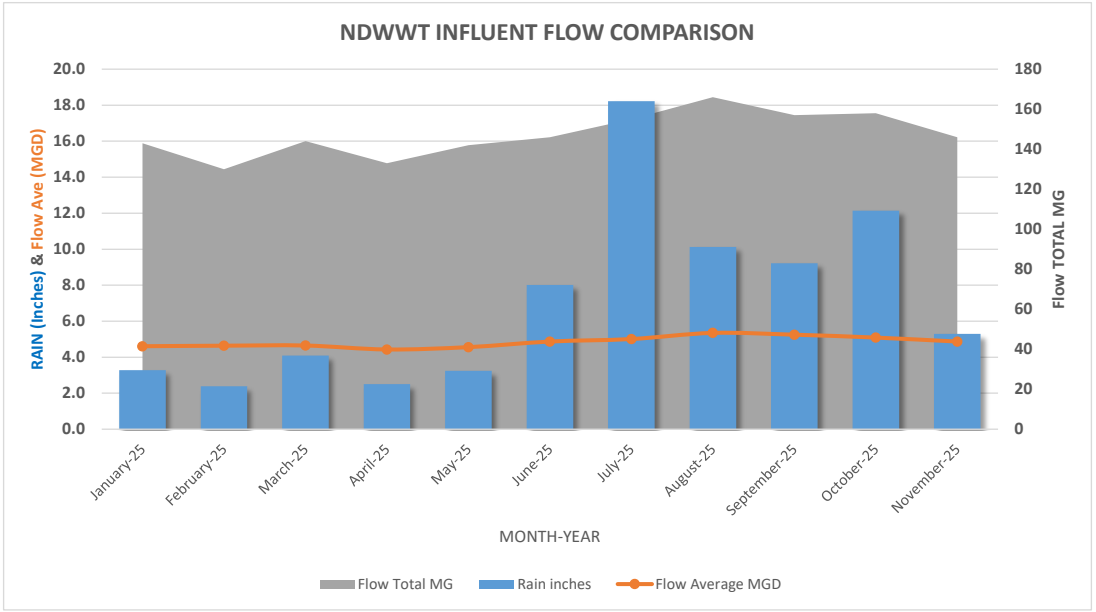




GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 12/2/2025

NDWWT INFLUENT FLOW vs RAIN COMPARISON

Date	Rain inches	Flow Average MGD	Flow Total MG
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May-24	3.1	4.76	147
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September-24	15.7	4.90	148
October-24	20.1	4.68	146
November-24	8.5	4.77	143
December-24	7.4	4.6	143
January-25	3.3	4.61	143
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May-25	3.3	4.56	142
June-25	8.0	4.87	146
July-25	18.2	5.01	155
August-25	10.1	5.35	166
September-25	9.2	5.25	157
October-25	12.1	5.09	158
November-25	5.3	4.87	146
December-25			



GWA WWT Influent Flow vs Rain Comparison 2023 to Present, prepared by kcog/da, 12/2/2025

Guam Waterworks Authority	Date:	11/28/2025
	Time:	

REVIEWS			
TOTAL PUMPS INSTALLED	71	OVERAL AVERAGE	94%
TOTAL PUMPS OPERATIONAL	67	% OF OPERATING PUMPS	94%
TOTAL BOOSTER PUMP STATIONS	30		

GUAM WATERWORKS AUTHORITY

WATER DISTRIBUTION FACILITIES REPORT

Northern District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	PUMP AND MOTOR INVENTORY
1	Yigo	20	3	3	100%	OP	A						
2	Gayinero	20	2	2	100%	OP	A						
3	Mataguac	25	2	2	100%	OP	A						
4	Santa Rosa	15	3	2	67%	OP	A	Pump #3 vendor warranty					
5	Barrigada 2M	40	2	2	100%	OP	A						
6	Barrigada Hieghts	30	6	6	100%	OP	A						
7	Chln. Palauan	5	2	2	100%	N/A	N/A						
8	Access	60	2	2	100%	OP	A						
9	Agana Hieghts	30	3	3	100%	OP	A						
10	Nimitz Hill	7.5	2	2	100%	N/A							
11	Adawag	1.5	2	1	50%	N/A	N/A	Pump # 1 needs to be replaced.	1551334				
12	Pale Kiren	1	1	1	100%	N/A	N/A						
13	Ulloa/Untalan	1	2	2	100%	OP	A						
14	Asan	1.5	2	2	100%	N/A	N/A						
	TOTAL = 14		**34**	**32**	**94%**								
pump availability =no of operational pumps/no of pumps*100%													

Central District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Pago	150 / 100	3	3	100%	0P	A						
2	Brigade	60	3	3	100%	OP	A						
3	Windward Hills	200 / 75	3	2	67%	OP	A	7-1-24 .Damaged shaft. 9-30-25 Pump at vendor being worked on.	1392067				
4	Santa Rita Spring	40	2	2	100%	OP	A	Installed pump # 1 11-18-25.	1547803				
5	Santa Ana (Lower)	25	2	2	100%	N/A	N/A						
6	Camacho	1	1	1	100%	N/A	N/A						
7	Tenorio	1.5	1	1	100%	N/A	N/A						
8	Sinfa		3	3	100%	N/A	N/A						
	Total=8		**18**	**17**	**94%**								
pump availability =no of operational pumps/no of pumps*100%													

Southern District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Malojloj Line	125 / 50	3	3	100%	OP	A						
2	Geus	7.5	3	2	67%	OP	A	Pump # 2 removed for repairs	1564521				
3	Pigua	7.5	2	2	100%	N/A	N/A						
4	Toguan	10	2	2	100%	OP	A						
5	WBP-2	25	2	2	100%	OP	A						
6	WBP-1	5	2	2	100%	OP	A						
7	Malojloj Elevated	15	3	3	100%	OP	A						
8	Ija	7.5	2	2	100%	N/A	N/A						
	Total=8		**19**	**18**	**95%**								
pump availability =no of operational pumps/no of pumps*100%													

Guam Waterworks Authority	Date:	12/31/2025
	Time:	

REVIEWS			
TOTAL PUMPS INSTALLED	71	OVERAL AVERAGE	95%
TOTAL PUMPS OPERATIONAL	68	% OF OPERATING PUMPS	96%
TOTAL BOOSTER PUMP STATIONS	30		

GUAM WATERWORKS AUTHORITY

WATER DISTRIBUTION FACILITIES REPORT

Northern District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	PUMP AND MOTOR INVENTORY
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2	Gayinero	20	2	2	100%	OP	A						
3	Mataguac	25	2	2	100%	OP	A						
4	Santa Rosa	15	3	2	67%	OP	A	Pump #3 vendor warranty					
5	Barrigada 2M	40	2	2	100%	OP	A						
6	Barrigada Hieghts	30	6	6	100%	OP	A						
7	Chln. Palauan	5	2	2	100%	N/A	N/A						
8	Access	60	2	2	100%	OP	A						
9	Agana Hieghts	30	3	3	100%	OP	A						
10	Nimitz Hill	7.5	2	2	100%	N/A							
11	Adawag	1.5	2	2	100%	N/A	N/A	Installed pump 12-25-25	1551334				
12	Pale Kiren	1	1	1	100%	N/A	N/A						
13	Ulloa/Untalan	1	2	2	100%	OP	A						
14	Asan	1.5	2	2	100%	N/A	N/A						
	TOTAL = 14		**34**	**33**	**97%**								
pump availability =no of operational pumps/no of pumps*100%													

Central District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	Pago	150 / 100	3	3	100%	0P	A						
2	Brigade	60	3	3	100%	OP	A						
3	Windward Hills	200 / 75	3	2	67%	OP	A	7-1-24 .Damaged shaft. 9-30-25 Pump at vendor being worked on.	1392067				
4	Santa Rita Spring	40	2	2	100%	OP	A						
5	Santa Ana (Lower)	25	2	2	100%	N/A	N/A						
6	Camacho	1	1	1	100%	N/A	N/A						
7	Tenorio	1.5	1	1	100%	N/A	N/A						
8	Sinfa		3	3	100%	N/A	N/A						
	Total=8		**18**	**17**	**94%**								
pump availability =no of operational pumps/no of pumps*100%													

Southern District

NO:	FACILITY	PUMP HORSEPOWER	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
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3	Pigua	7.5	2	2	100%	N/A	N/A						
4	Toguan	10	2	2	100%	OP	A						
5	WBP-2	25	2	2	100%	OP	A						
6	WBP-1	5	2	2	100%	OP	A						
7	Malojloj Elevated	15	3	3	100%	OP	A						
8	Ija	7.5	2	2	100%	N/A	N/A						
	Total=8		**19**	**18**	**95%**								
pump availability =no of operational pumps/no of pumps*100%													

Guam Waterworks Authority		Date:	12/5/2025
REVIEWS			
TOTAL PUMPS INSTALLED	186	OVERAL AVERAGE	*89%*
TOTAL PUMPS OPERATIONAL	167	% OF OPERATING PUMPS	*90%*
TOTAL PUMP STATIONS	84		

GUAM WATERWORKS AUTHORITY

WASTEWATER FACILITIES REPORT

Northern District

NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	SOUTHERN LINK	1	4	2	50%	GPA	A	Using soft starter from Rt 16 for Pump #1. 12/4/25 Pump #1 secured due to grounded motor. 3/11/24 VFD #1 needs replacing due to burnt. Pump #2 is online using soft starter from Rt 16. VFD #3 is secured 8/29/24 due to burnt VFD. Pump #3 installed using #1 controls. Pump #4 is secured 9/2/24 due to burnt VFD but pump is still operational.	P#1 WO # 1576827 P#3 WO # 1470318(VFD) P#4 WO # 1471325	Engineering, PIT, and electricians are working with vendor to switch to soft starters.			P#1 pending Req # VFD parts REQ 2025-600087 (pending PO)
2	FUJITA	1	4	2	50%	GPA	A	12/5/25 Pump #2 was secured due to bearing issue. 6/12/23 Pump #3 was connected to VFD #4 due to Pump #4 was removed and delivered to vendor due to bearing issue.	P#2 WO 1576825 P#4 WO 1376739	VFD #2 and #3 are inoperable and in need of replacement. VFDs arrived.			P#2 pending Req# P#4 PO 800845
3	YPAO	1	2	1	50%	GPA	A	2/7/25 Pump #2 was removed and brought to vendor 7/2025 due to bearing issue. Using impeller from Machanao due to spare pump didn't have one. 11/17/25 Pump#1 was secured due to pump burnt.	P#1 WO 1566418 P#2 WO 1507084				Impeller PO 800761 Pump #1 (pending Req) Pump #2 PO 801030
4	PASEO DE ORO	1	2	2	100%	GPA	A						
5	HARMON	2	2	2	100%	GPA	A						
6	ROUTE 16	1	4	2	50%	GPA	M	P#3 secured 9/15/22 due to defective check valve. P#4 was repaired and installed. Pending soft starter.	P#3 WO #1332734	Softstarter #3 and #4 is currently being used at Southern Link. Calvin will be working on write up for new pumps, valves, and pedestals for #3 &#4.			8" check valve REQ# 2025-21719 (pending PO)
7	LATTE DOUBLE TROUBLE	1	2	2	100%	GPA	A						
8	LATTE SUN RISE	2	2	2	100%	GPA	A						\
9	LATTE SUBMARINE	2	2	2	100%	GPA	A						
10	LATTE PLANTATION	2	2	2	100%	GPA	A						
11	PGD	2	2	2	100%	GPA	A						
12	MACHECHE	2	2	2	100%	GPA	A						
13	HAFA ADAI	2	2	2	100%	GPA	A						
14	YPAOPAO	1	3	2	67%	GPA	N/A	10/15/25 Pump #1 was removed and brought to maintenance due to motor grounded.	P#1 WO #1567895				P#1 REQ 2026-30365 (pending PO)
15	PACIFIC LATTE	2	2	2	100%	GPA	A						
16	YIGO	1	3	2	67%	GPA	A	Pump #3 was removed 9/12/24 due to seal failure. 3/10/25 dropped to vendor for repairs.	WO #- 1473641				PO 800522
17	ZERO DOWN	2	2	2	100%	GPA	A						
18	SANTA ANA	2	2	1	50%	GPA	A	Pump #2 was removed and installed at Astumbo 2					
19	MACHANAONAO	1	2	1	50%	GPA	A	Pump #1 impeller was removed and being used at Ypao PS due to impeller Pump is still at site. Impeller arrived but causing high amps on pump. Vendor will be verifing with supplier if impeller is correct.					
20	FEMA 96	2	2	2	100%	GPA	A						
21	ASTUMBO 1	2	2	1	50%	GPA	A	11/23/25 Pump #2 was removed and brought to maintenance due to motor was burnt.	P#2 WO #1576421				P#2 REQ # 2026-30462(oending PO)
22	ASTUMBO 2	2	2	1	50%	GPA	A	10/7/25 Pump #1 was removed and brought to vendor 12/5/25 due to motor grounded. 12/3/25 pump #2 was removed due to winding issues. Pump from Santa Ana was installed until repairs are complete.	P#1 WO #1563046 P#2 WO #1576427				P#1 PO 900299 P#2 PO 900304
Total	**22**		**52**	**39**	**75%**								

Central District													
NO:	**FACILITY**	**PRIORITY LISTED**	**NO OF INSTALLED PUMPS**	**NO OF OPERATIONAL PUMPS**	**PUMP AVAILABILITY %**	**GENERATOR OPERATIONAL FAULT**	**ATS MANUAL/ AUTO**	**PUMP UNIT REMARKS**	WORK ORDER NO:	**VALVES, ELECTRICAL,STRUCTURAL REMARKS**	**WORK ORDER NO:**	**ESTIMATED REPAIR DATE**	**UPDATES**
1	CABRAS ISLAND	1	2	1	50%	Portable	M	11/15/24 Pump #2 was removed due to seal failure and delivered to vendor on 5/19/25.	P#2 WO - 1486288				PO 800860
2	COMMERCIAL PORT	1	3	3	100%	OP	A						
3	PITI	1	2	2	100%	GPA	A						
4	ASAN	1	2	2	100%	GPA	A						
5	SINAJANA	2	2	2	100%	GPA	A						
6	NEW CHAOT	1	3	2	67%	OP	A	Pump #2 was removed and brought to maintenance 2/18/22 due to broken pump shaft. Maintenance team is in the process of repiping lines for a new installation.	WO #1266707				Working with Engineering for station upgrades (CIP write up with procurement for review.)
7	ORDOT	2	2	1	50%	OP	A	7/28/25, Pump #1 was removed and brought to vendor for repairs due to burnt motor.	WO # 1544883				PO 801351
8	DERO	1	2	2	100%	OP	A						
9	CHALAN PAGO #5	2	2	2	100%	OP	A						
10	CHALAN PAGO #3	2	2	2	100%	OP	A						
11	FLORA GARDENS	2	2	2	100%	INOP	A						
12	DOUBLE SHAFT	1	3	3	100%	OP	A						
13	NAMU	2	1	1	100%	OP	A						
14	TAI MANGILAO	1	3	3	100%	GPA	A						
15	MANGILAO	1	2	2	100%	GPA	A						
16	FADIAN	2	2	2	100%	GPA	A						
17	LEYANG	2	2	2	100%	OP	A						
18	SAGAN BONITA 1	2	2	2	100%	OP	A						
19	SAGAN BONITA 2	2	2	2	100%	OP	A	9/24/25, Pump #2 was removed due to motor grounded. New motor from Supply was installed.	WO # 1559356				REQ 2026-30222 (Pending PO)
20	DAIRY	1	2	2	100%	INOP	A						
21	BARRIGADA	1	2	2	100%	GPA	A						
22	TOTO GARDENS	2	2	2	100%	OP	A						
23	MONGMONG	2	2	2	100%	OP	A						
24	CASIMERU	2	2	2	100%	Portable	A						
25	MAITE	2	2	2	100%	GPA	A						
26	BAYSIDE	2	2	2	100%	INOP	A	8/11/24 Pump #1/#2 softstarters are defective. Using contactor to bypass Softstarters for the meantime.	P1 WO #1466478 P2 WO #1464293				
27	ALUPANG	1	2	2	100%	OP	A						
28	MAMAJANAO	1	3	2	67%	OP	A	Pump #2 was installed. 3/11/24 While in operation, shaft snapped. Sent to vendor for repairs on 4/9/25	WO # 1431182				PO 800624
29	AGANA MAIN	1	4	3	75%	OP	A	P4 is on Line # 2 /awaiting line 4 riser to be cleaned. Pump #1- Electricians built an MCC panel but pump is on standby due to PLC needs to be reconfigured to three pump operation.	WO #1384376	5/27/23, VFD #1 burnt. 5/29/23, VFD #3 burnt. (PIT are working on new replacement)			VFD PO 700525 (Pending approval)
30	LOWER SUNSET	2	2	1	50%	N/A	N/A	Pump #1 in operation. Pump #2 needs to be replaced.	WO #1452742				Will include on new pump purchase.
Total	**30**		**66**	**60**	**91%**								

Southern District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	GAAN #1	1	4	4	100%	OP	MAN						
2	PUMP STATION #11	2	2	2	100%	OP	AUTO						
3	PUMP STATION #12	1	2	2	100%	OP	AUTO						
4	PUMP STATION #14	2	2	2	100%	OP	AUTO						
5	PUMP STATION #15	1	2	2	100%	OP	AUTO						
6	PUMP STATION #16	2	2	2	100%	OP	AUTO						
7	PUMP STATION #17	2	2	2	100%	OP	AUTO						
8	PUMP STATION #18	2	2	2	100%	OP	AUTO						
9	INARAJAN MAIN	1	2	2	100%	OP	AUTO						
10	INARAJAN LIFT	1	2	2	100%	OP	AUTO						
11	TALAFOFO	1	2	2	100%	OP	AUTO						
12	PAGACHAO	2	2	2	100%	NONE	NA						
13	CHALIGAN	2	2	2	100%	OP	MAN						
14	EJECTOR #2	2	2	2	100%	PORTABLE /INOP	NA						
15	EJECTOR #3	2	2	2	100%	PORTABLE /INOP	NA						
16	EJECTOR #4	2	2	2	100%	PORTABLE /INOP	NA						
17	EJECTOR #5	2	2	2	100%	PORTABLE/INOP	NA						
18	EJECTOR #6	2	2	2	100%	PORTABLE/INOP	NA						
19	EJECTOR #7	2	2	2	100%	PORTABLE/INOP	NA						
20	NORTH REYES	2	2	2	100%	PORTABLE/INOP	NA						
21	LEYON #3 (DanDan)	2	2	2	100%	OP	MAN						
22	LEYON #4	2	2	2	100%	OP	AUTO						
23	MTL PUMP STATION	2	1	1	100%	PORTABLE/INOP	NA						
24	Baza P/S	1	3	3	100%	OP	AUTO	66066 at the shop ready to go. 66067 installed at Windward on line #3. 66068 currently installed at Baza line #3. 66069 currently installed at Windward Line #2					
25	Windward Hills	1	3	3	100%	OP	AUTO	61079 currently installed at baza #2 61105 installed at Windward line #1. 61106 was removed 7/2024 due to seal failure and delivered to vendor 12/16/24 for repairs 61107 at Baza PS line #1.	61106 - WO # 1461495	PO 700453 for valves (pending signature from vendor)			61106 - PO 800133
26	Aplacho	1	3	3	100%	OP	AUTO	1/2/25 7027 was removed due to grounded motor and delivered to the vendor. 7028 on line #3. 7029 currently installed on line #2. 7030 is currently installed on line #1.	7027- WO# 1499436				7027 PO 800906
27	Ladera #1	2	2	2	100%	PORTABLE	MAN						
28	Ladera #2	2	2	2	100%	PORTABLE	MAN						
29	Ayuyu	2	2	2	100%	PORTABLE	MAN						
30	Tenorio	2	2	2	100%	PORTABLE	MAN						
31	Taitague	2	2	2	100%	PORTABLE	MAN						
32	Hyundai	2	2	2	100%	OP	AUTO						
	32		**68**	**68**	**100%**								

Guam Waterworks Authority		Date:	12/5/2025
REVIEWS			
TOTAL PUMPS INSTALLED	186	OVERAL AVERAGE	88%
TOTAL PUMPS OPERATIONAL	166	% OF OPERATING PUMPS	89%
TOTAL PUMP STATIONS	84		

GUAM WATERWORKS AUTHORITY

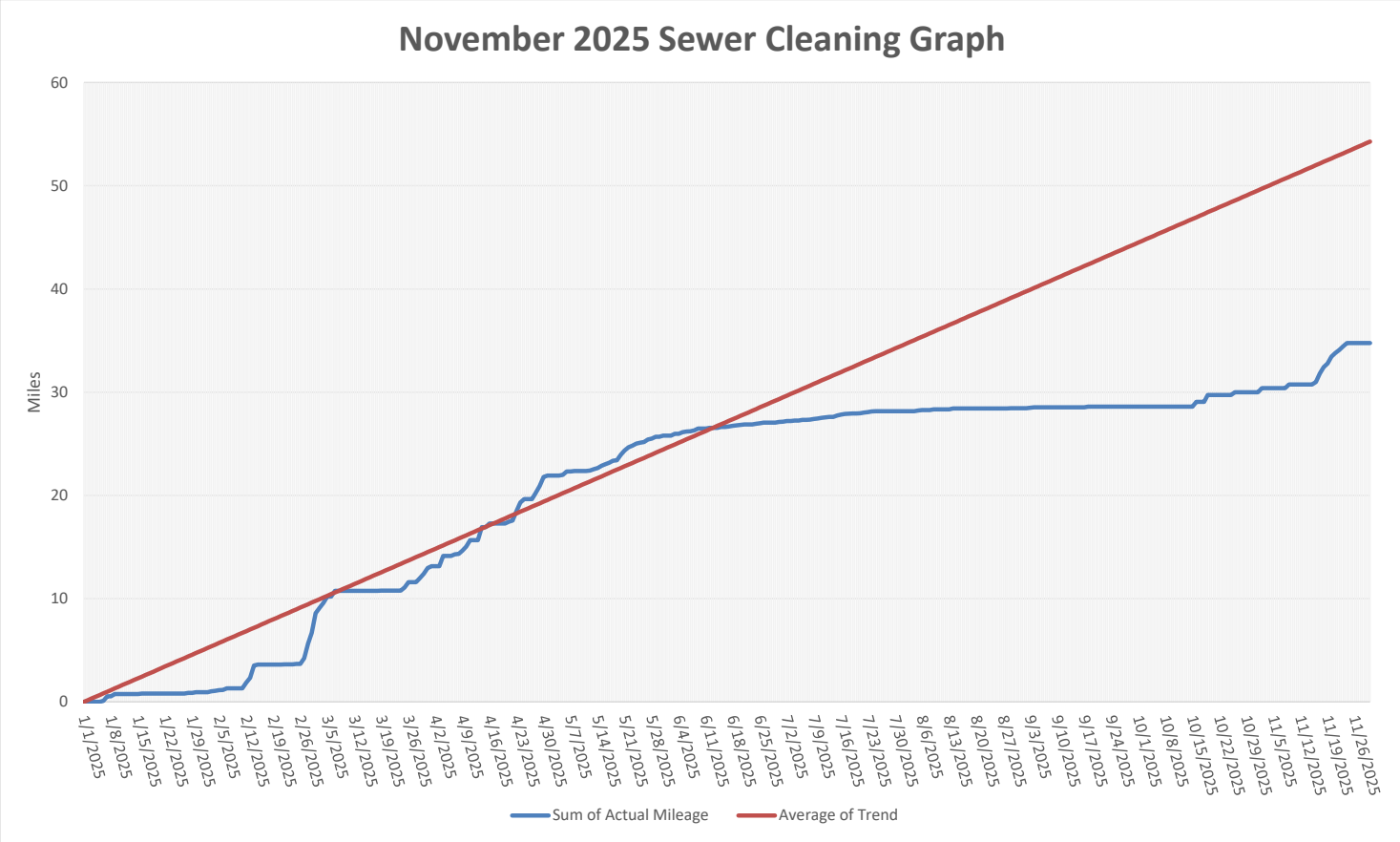
WASTEWATER FACILITIES REPORT

Northern District

NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	SOUTHERN LINK	1	4	2	50%	GPA	A	Using soft starter from Rt 16 for Pump #1. 12/4/25 Pump #1 was removed and brought to maintenance due to grounded motor. 3/11/24 VFD #1 needs replacing due to burnt. Pump #2 is online using soft starter from Rt 16. VFD #3 is secured 8/29/24 due to burnt VFD. Pump #3 installed using #1 controls. Pump #4 is secured 9/2/24 due to burnt VFD but pump is still operational.	P#1 WO # 1576827 P#3 WO # 1470318(VFD) P#4 WO # 1471325	Engineering, PIT, and electricians are working with vendor to switch to soft starters.			P#1 Req # 2026-30523 (pending PO) VFD parts REQ 2025-600087 (pending PO)
2	FUJITA	1	4	2	50%	GPA	A	12/5/25 Pump #2 was removed and brought to maintetance due to bearing issue. 6/12/23 Pump #3 was connected to VFD #4 due to Pump #4 was removed and delivered to vendor due to bearing issue.	P#2 WO 1576825 P#4 WO 1376739	VFD #3 pending installation from PIT.			P#2 Req# 2026-30575 (pending PO) P#4 PO 800845
3	YPAO	1	2	1	50%	GPA	A	2/7/25 Pump #2 was removed and brought to vendor 7/2025 due to bearing issue. Using impeller from Machanao due to spare pump didn't have one. 11/17/25 Pump#1 was removed and brought to maintenance due to pump burnt.	P#1 WO 1566418 P#2 WO 1507084				Impeller PO 800761 P#1 2026-30576(pending PO) P #2 PO 801030
4	PASEO DE ORO	1	2	2	100%	GPA	A						
5	HARMON	2	2	2	100%	GPA	A						
6	ROUTE 16	1	4	2	50%	GPA	M	P#3 secured 9/15/22 due to defective check valve. P#4 was repaired and installed. Pending soft starter.	P#3 WO #1332734	Softstarter #3 and #4 is currently being used at Southern Link. Calvin will be working on write up for new pumps, valves, and pedestals for #3 &#4.			8" check valve PO 900255
7	LATTE DOUBLE TROUBLE	1	2	2	100%	GPA	A						
8	LATTE SUN RISE	2	2	1	50%	GPA	A	12/5/25 P#2 was removed and brought to maintenance due to seal failure. 1/3/26 Pump #1 was removed and brought to maintenance due to grounded motor.	P#1 WO# 1583425 P#2 WO# 1576826				P1 REQ #2026-30577 (pending PO) P2 REQ# 2026-30604 (pending PO)
9	LATTE SUBMARINE	2	2	2	100%	GPA	A						
10	LATTE PLANTATION	2	2	1	50%	GPA	A	Pump #1 was removed and being used at Sunrise Villa.					
11	PGD	2	2	2	100%	GPA	A						
12	MACHECHE	2	2	2	100%	GPA	A						
13	HAFA ADAI	2	2	2	100%	GPA	A						
14	YPAOPAO	1	3	1	33%	GPA	N/A	10/15/25 Pump #2 was removed and brought to maintenance due to motor grounded. Pump #3 was removed 12//11/25 and brought back to vendor due to wrong wiring for voltage after repairs.	P#2 WO #1567895				P#2 REQ 2026-30365 (pending PO)
15	PACIFIC LATTE	2	2	2	100%	GPA	A						
16	YIGO	1	3	2	67%	GPA	A	Pump #3 was removed 9/12/24 due to seal failure. 3/10/25 dropped to vendor for repairs.	WO #- 1473641				PO 800522
17	ZERO DOWN	2	2	2	100%	GPA	A						
18	SANTA ANA	2	2	2	100%	GPA	A						
19	MACHANAONAO	1	2	1	50%	GPA	A	Pump #1 impeller was removed and being used at Ypao PS. Pump is still at site. Impeller arrived but causing high amps on pump. Vendor will be replacing due to wrong impeller.					
20	FEMA 96	2	2	2	100%	GPA	A						
21	ASTUMBO 1	2	2	2	100%	GPA	A						
22	ASTUMBO 2	2	2	2	100%	GPA	A						
Total	**22**		**52**	**39**	**75%**								

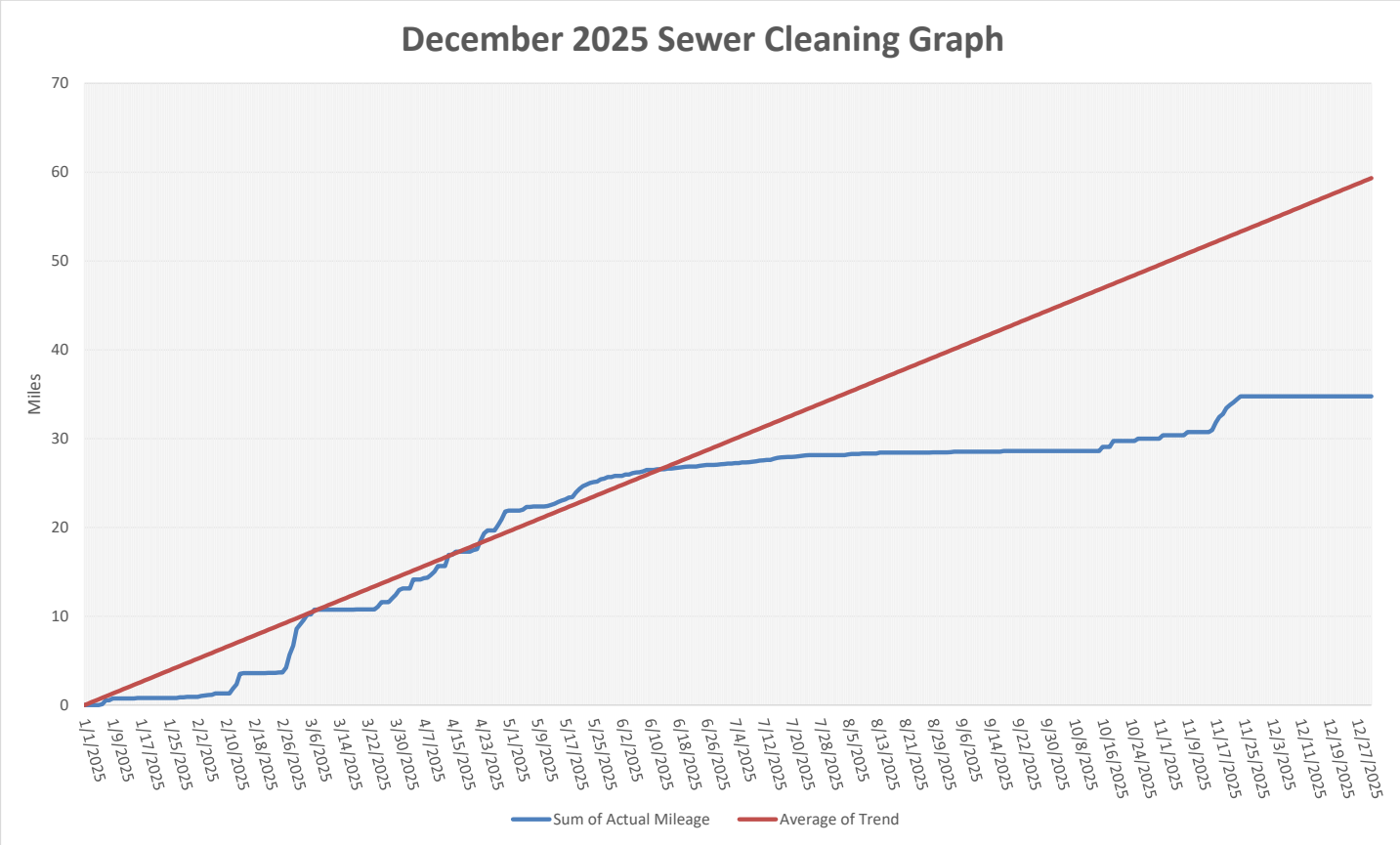
Central District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/ AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	CABRAS ISLAND	1	2	1	50%	Portable	M	11/15/24 Pump #2 was removed due to seal failure and delivered to vendor on 5/19/25.	P#2 WO - 1486288				PO 800860
2	COMMERCIAL PORT	1	3	3	100%	OP	A						
3	PITI	1	2	2	100%	GPA	A						
4	ASAN	1	2	2	100%	GPA	A						
5	SINAJANA	2	2	2	100%	GPA	A						
6	NEW CHAOT	1	3	2	67%	OP	A	Pump #2 was removed and brought to maintenance 2/18/22 due to broken pump shaft. Maintenance team is in the process of repiping lines for a new installation.	WO #1266707				Working with Engineering for station upgrades (CIP write up with procurement for review.)
7	ORDOT	2	2	1	50%	OP	A	7/28/25, Pump #1 was removed and brought to vendor for repairs due to burnt motor.	WO # 1544883				PO 801351
8	DERO	1	2	2	100%	OP	A						
9	CHALAN PAGO #5	2	2	2	100%	OP	A						
10	CHALAN PAGO #3	2	2	2	100%	OP	A						
11	FLORA GARDENS	2	2	2	100%	INOP	A						
12	DOUBLE SHAFT	1	3	3	100%	OP	A						
13	NAMU	2	1	1	100%	OP	A						
14	TAI MANGILAO	1	3	3	100%	GPA	A						
15	MANGILAO	1	2	2	100%	GPA	A						
16	FADIAN	2	2	2	100%	GPA	A						
17	LEYANG	2	2	2	100%	OP	A						
18	SAGAN BONITA 1	2	2	2	100%	OP	A						
19	SAGAN BONITA 2	2	2	2	100%	OP	A	9/24/25, Pump #2 was removed due to motor grounded. New motor from Supply was installed.	WO # 1559356				REQ 2026-30222 (Pending PO)
20	DAIRY	1	2	2	100%	INOP	A						
21	BARRIGADA	1	2	2	100%	GPA	A						
22	TOTO GARDENS	2	2	2	100%	OP	A						
23	MONGMONG	2	2	2	100%	OP	A						
24	CASIMERU	2	2	2	100%	Portable	A						
25	MAITE	2	2	2	100%	GPA	A						
26	BAYSIDE	2	2	2	100%	INOP	A	8/11/24 Pump #1/#2 softstarters are defective. Using contactor to bypass Softstarters for the meantime.	P1 WO #1466478 P2 WO #1464293				
27	ALUPANG	1	2	2	100%	OP	A						
28	MAMAJANAO	1	3	2	67%	OP	A	Pump #2 was installed. 3/11/24 While in operation, shaft needs repair. Sent to vendor on 4/9/25	WO # 1431182				PO 800624
29	AGANA MAIN	1	4	3	75%	OP	A	P4 is on Line # 2 /awaiting line 4 riser to be cleaned. Pump #1- Electricians built an MCC panel but pump is on standby due to PLC needs to be reconfigured to three pump operation.	WO #1384376	5/27/23, VFD #1 burnt. 5/29/23, VFD #3 burnt. (PIT are working on new replacement)			VFD PO 700525 (Pending approval)
30	LOWER SUNSET	2	2	1	50%	N/A	N/A	Pump #1 in operation. Pump #2 needs to be replaced.	WO #1452742				Will include on new pump purchase.
Total	**30**		**66**	**60**	**91%**								

Southern District													
NO:	FACILITY	PRIORITY LISTED	NO OF INSTALLED PUMPS	NO OF OPERATIONAL PUMPS	PUMP AVAILABILITY %	GENERATOR OPERATIONAL FAULT	ATS MANUAL/AUTO	PUMP UNIT REMARKS	WORK ORDER NO:	VALVES, ELECTRICAL,STRUCTURAL REMARKS	WORK ORDER NO:	ESTIMATED REPAIR DATE	UPDATES
1	GAAN #1	1	4	4	100%	OP	MAN						
2	PUMP STATION #11	2	2	2	100%	OP	AUTO						
3	PUMP STATION #12	1	2	2	100%	OP	AUTO						
4	PUMP STATION #14	2	2	2	100%	OP	AUTO						
5	PUMP STATION #15	1	2	2	100%	OP	AUTO						
6	PUMP STATION #16	2	2	2	100%	OP	AUTO						
7	PUMP STATION #17	2	2	2	100%	OP	AUTO						
8	PUMP STATION #18	2	2	2	100%	OP	AUTO						
9	INARAJAN MAIN	1	2	2	100%	OP	AUTO						
10	INARAJAN LIFT	1	2	2	100%	OP	AUTO						
11	TALAFOFO	1	2	2	100%	OP	AUTO						
12	PAGACHAO	2	2	2	100%	NONE	NA						
13	CHALIGAN	2	2	2	100%	OP	MAN						
14	EJECTOR #2	2	2	2	100%	PORTABLE /INOP	NA						
15	EJECTOR #3	2	2	2	100%	PORTABLE /INOP	NA						
16	EJECTOR #4	2	2	2	100%	PORTABLE /INOP	NA						
17	EJECTOR #5	2	2	2	100%	PORTABLE/INOP	NA						
18	EJECTOR #6	2	2	2	100%	PORTABLE/INOP	NA						
19	EJECTOR #7	2	2	2	100%	PORTABLE/INOP	NA						
20	NORTH REYES	2	2	1	50%	PORTABLE/INOP	NA	12/17/25 Pump #1 was removed and brought to mainteance due to grounded motor	P#1 WO- 1584009				REQ# - 2026-30540
21	LEYON #3 (DanDan)	2	2	2	100%	OP	MAN						
22	LEYON #4	2	2	2	100%	OP	AUTO						
23	MTL PUMP STATION	2	1	1	100%	PORTABLE/INOP	NA						
24	Baza P/S	1	3	3	100%	OP	AUTO	66066 at the shop ready to go. 66067 installed at Windward on line #3. 66068 currently installed at Baza line #3. 66069 currently installed at Windward Line #2					
25	Windward Hills	1	3	3	100%	OP	AUTO	61079 currently installed at baza #2 61105 installed at Windward line #1. 61106 was removed 7/2024 due to seal failure and delivered to vendor 12/16/24 for repairs 61107 at Baza PS line #1.	61106 - WO # 1461495	PO 700453 for valves (pending signature from vendor)			61106 - PO 800133
26	Aplacho	1	3	3	100%	OP	AUTO	1/2/25 7027 was removed due to grounded motor and delivered to the vendor. 7028 on line #3. 7029 currently installed on line #2. 7030 is currently installed on line #1.	7027- WO# 1499436				7027 PO 800906
27	Ladera #1	2	2	2	100%	PORTABLE	MAN						
28	Ladera #2	2	2	2	100%	PORTABLE	MAN						
29	Ayuyu	2	2	2	100%	PORTABLE	MAN						
30	Tenorio	2	2	2	100%	PORTABLE	MAN						
31	Taitague	2	2	2	100%	PORTABLE	MAN						
32	Hyundai	2	2	2	100%	OP	AUTO						
Total	**32**		**68**	**67**	**99%**								



Row Labels	Total Mileage of Sewer Lines Cleaned	Required Mileage of Sewer Lines to be Cleaned	Percent Completion
2025-01	0.93	5.04	18.5%
2025-02	4.71	4.56	103.4%
2025-03	7.32	5.04	145.0%
2025-04	8.82	4.88	180.7%
2025-05	4.01	5.04	79.6%
2025-06	1.32	4.88	27.0%
2025-07	1.04	5.04	20.6%
2025-08	0.30	5.04	5.9%
2025-09	0.14	4.88	2.9%
2025-10	1.40	5.04	27.7%
2025-11	4.77	4.88	97.6%
Grand Total	**34.76**	**54.36**	**64.0%**

→6,207 ft / 5 days = 1,241.4 ft required to be completed daily

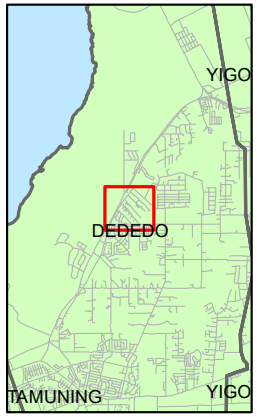


Row Labels	Total Mileage of Sewer Lines Cleaned	Required Mileage of Sewer Lines to be Cleaned	Percent Completion
2025-01	0.93	5.04	18.5%
2025-02	4.71	4.56	103.4%
2025-03	7.32	5.04	145.0%
2025-04	8.82	4.88	180.7%
2025-05	4.01	5.04	79.6%
2025-06	1.32	4.88	27.0%
2025-07	1.04	5.04	20.6%
2025-08	0.30	5.04	5.9%
2025-09	0.14	4.88	2.9%
2025-10	1.40	5.04	27.7%
2025-11	4.77	4.88	97.6%
2025-12	2.52	5.04	**49.9%**
Grand Total	**37.28**	**59.40**	**62.8%**

→6,207 ft / 5 days = 1,241.4 ft required to be completed daily



Court Order Unit Work for Dec 2025



Location Map

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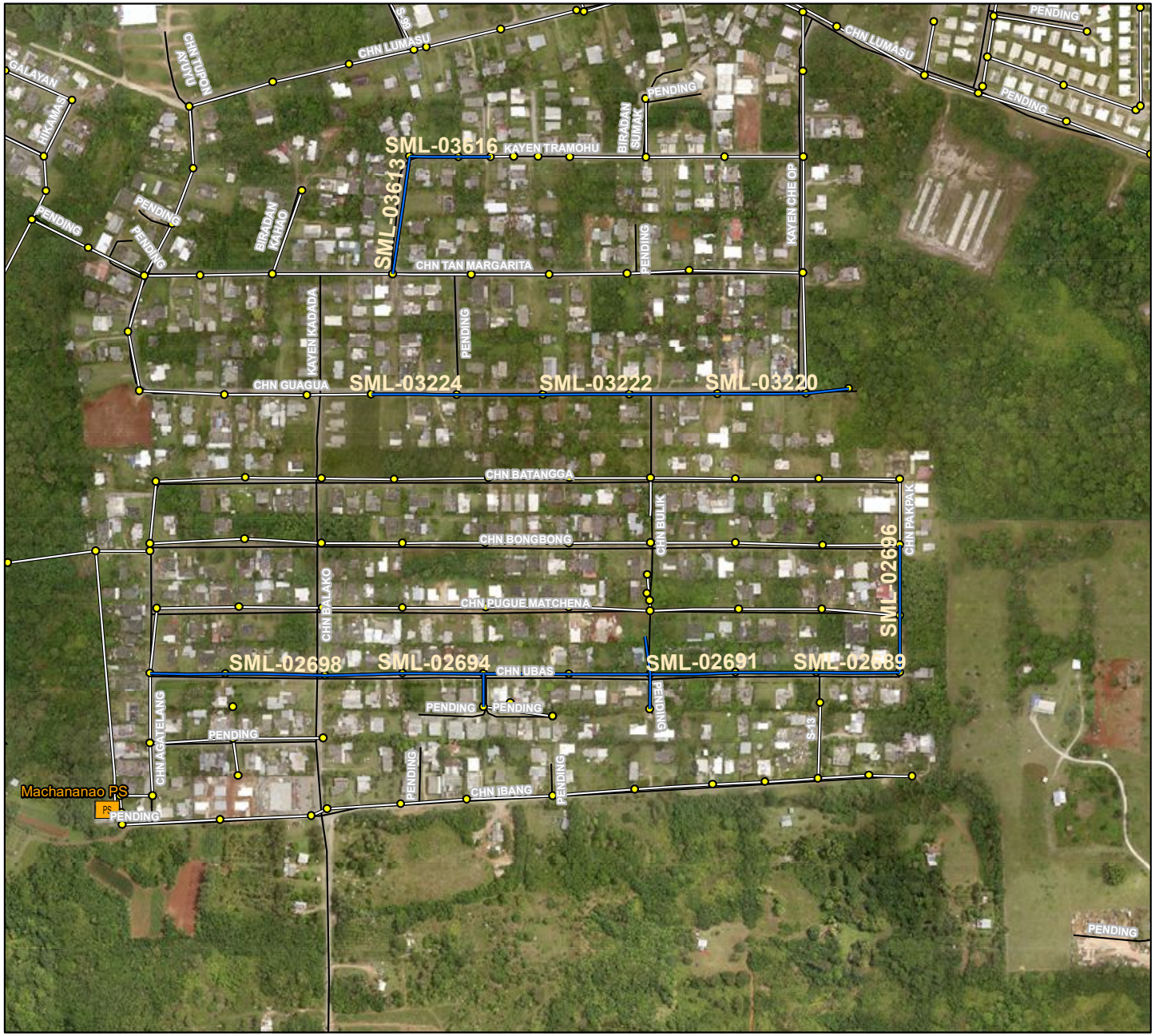
Legend

- WTP — Treatment Plant
- PS — Pump Station
- Manhole
- Cleaning
- Sewer Line

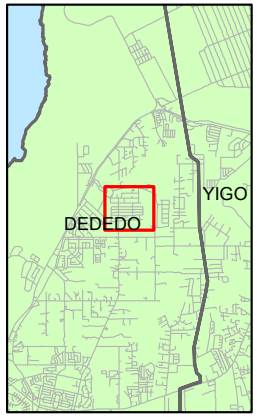
Scale
500

1 inch = 500 feet

Page 1 of 2



Court Order Unit Work for Dec 2025



Location Map

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Legend

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- PS — Pump Station
- Manhole
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- Sewer Line

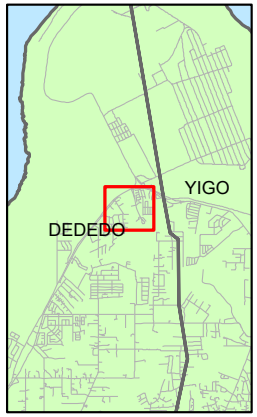
Scale
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1 inch = 500 feet

Page 2 of 2



Court Order Unit
Work for Nov 2025



Location Map



Legend

- WTP — Treatment Plant
- PS — Pump Station
- Manhole
- Cleaning
- Sewer Line

Scale
500

1 inch = 500 feet

Page 1 of 4



Court Order Unit
Work for Nov 2025



Location Map

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Legend

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- Sewer Line

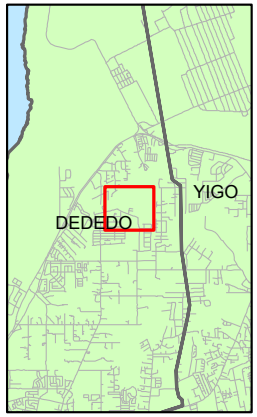
Scale
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1 inch = 500 feet

Page 2 of 4



Court Order Unit
Work for Nov 2025



Location Map

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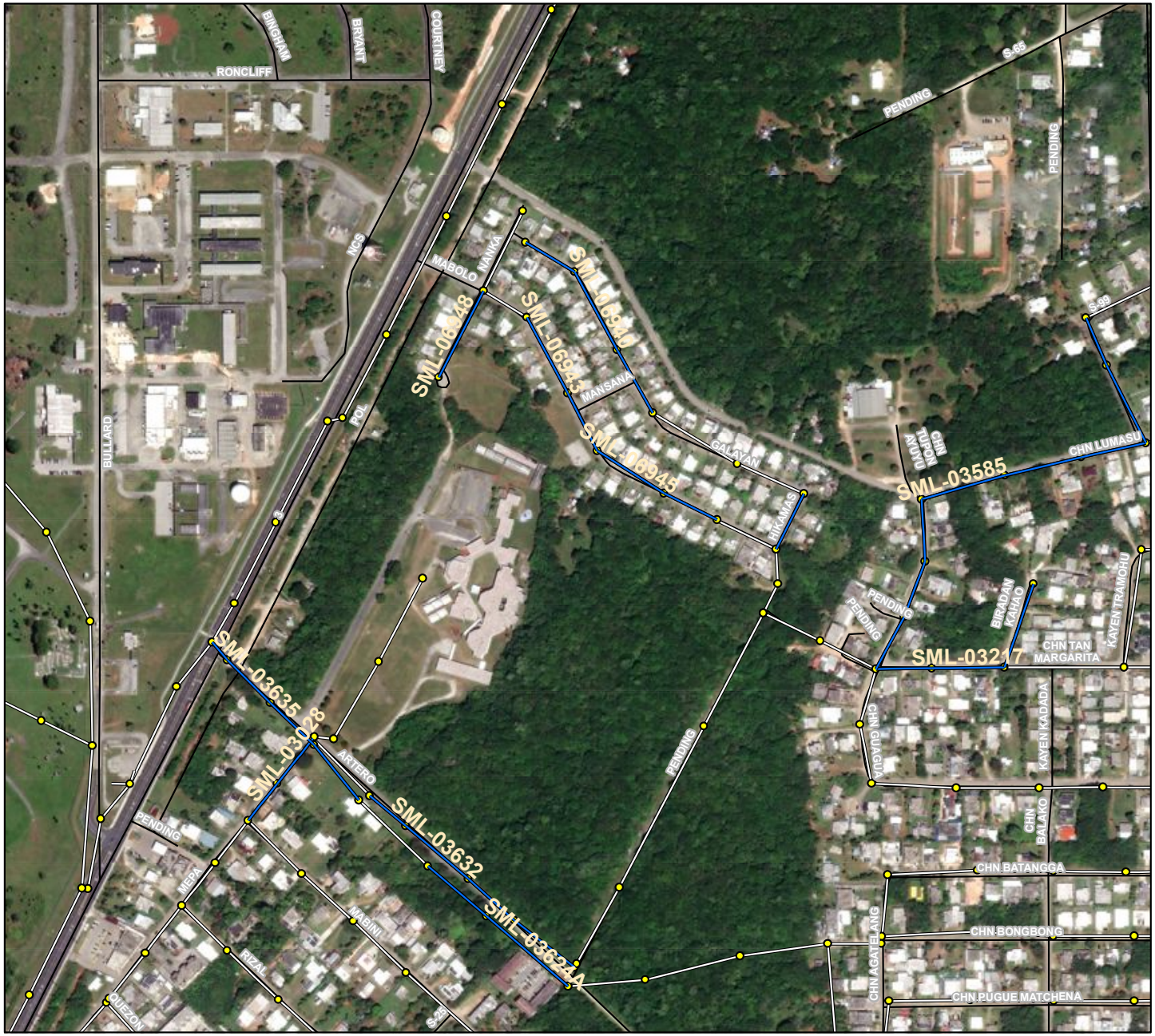
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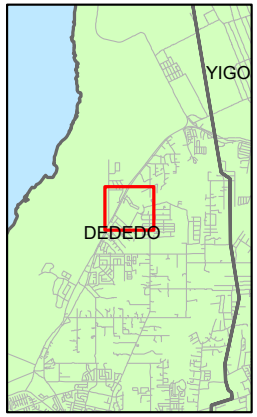
Scale
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1 inch = 500 feet

Page 3 of 4



Court Order Unit
Work for Nov 2025



Location Map

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Legend

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- Cleaning
- Sewer Line

Scale
500

1 inch = 500 feet

Page 4 of 4

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6848 Fax No. (671) 648-3290

January 14, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Litigation Matters in Executive Session during Guam Waterworks Authority Work Session on January 20, 2026

Dear Commissioners,

As the legal counsel for the Guam Waterworks Authority (GWA), I hereby recommend pursuant to 5 G.C.A. § 8111, that the Commissioners discuss the following matters in Executive Session during the January 20, 2026, GWA Work Session:

1. Litigation issues as stated in Agenda

Pursuant to 5 G.C.A. § 8111, the Commission must make an affirmative vote of a majority of the members of the Commission to discuss these matters in Executive Session. Please contact me at 671-300-6853 if you have any questions.

Sincerely,

Theresa G. Rojas
GWA Legal Counsel

TGR/abg

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6848 Fax No. (671) 648-3290

January 14, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Personnel Matters in Executive Session during Guam Waterworks Authority Work Session on January 20, 2026

Dear Commissioners,

As the legal counsel for the Guam Waterworks Authority (GWA), I hereby recommend pursuant to 5 G.C.A. § 8111, that the Commissioners discuss the following matters in Executive Session during the January 20, 2026, GWA Work Session:

1. Personnel issues as stated in Agenda

Pursuant to 5 G.C.A. § 8111, the Commission must make an affirmative vote of a majority of the members of the Commission to discuss these matters in Executive Session. Please contact me at 671-300-6853 if you have any questions.

Sincerely,

Theresa G. Rojas
GWA Legal Counsel

TGR/abg

CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagåtña, Guam 96910 | (671) 648-3002 | guamccu.org

Guam Power Authority Work Session

CCU Conference Room
Thursday, January 22, 2026 at 8:30 a.m.

*AMENDED AGENDA

1. **CALL TO ORDER**
2. **ISSUES FOR DECISION**
   - 2.1 ***GPA Resolution No. FY2026-08:** Relative to Approval to Increase the Limit to Repair and Overhaul the Navy-Owned Orote Power Plant
   - 2.2 ***GPA Resolution No. FY2026-09:** Authorizing the Guam Power Authority (GPA) to Increase the Limit and Time Frame for the Amended Energy Conversion Agreement (ECA) for Energy Services for Ukudu Power Plant
   - 2.3 **GPA Resolution No. FY2026-10:** Relative to the Authorization of Demand Side Management (DSM) Funds for Approved Energy Sense Programs and Supporting Infrastructure
   - 2.4 **GPA Resolution No. FY2026-11:** Authorizing the Management of Guam Power Authority to Petition the Public Utility Commission for the Extension of the Existing Contract for the Management, Operation, and Maintenance of the Guam Power Authority's Bulk Storage Facility with Supreme Group Guam, LLC
3. **GM REPORT**
   - 3.1 Engineering and Technical Services
   - 3.2 Administration
   - 3.3 Finance
   - 3.4 Operations
4. **ANNOUNCEMENTS**
   - 4.1 Next meeting: Tuesday, January 27, 2026, 5:30 p.m. – CCU regular monthly meeting
5. **ADJOURNMENT**

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

Issues for Decision

GPA Resolution No. FY2026-08
RELATIVE TO APPROVAL TO INCREASE THE LIMIT
TO REPAIR AND OVERHAUL THE NAVY-OWNED OROTE POWERPLANT

What is the project's objective? Is it necessary and urgent?
The objective of this project is to overhaul Orote Power Plant and to return the power plant to service. Orote can deliver up to 15+MW to support the IWPS.

Where is the location?
Orote Power Plant on Naval Base Guam

How much will it cost?
With the $2.2M increase the total for Orote Power Plant Overhaul and Generator servicing will be: $4,642,596.18 (NAVFAC/CJRM funded). GPA is requesting for approval of up to $6,000,000 to cover any additional unforeseen change order work.

When will it be completed?
Estimated completion is June 2026.

What is its funding source?
This project is federally funded by NAVFAC/CJRM using the Intergovernmental Support Agreement (IGSA) that was renewed in 2023 for another 10 years.

The RFP/BID responses:
N/A

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

RESOLUTION NO. FY2026-08

RELATIVE TO APPROVAL TO INCREASE THE LIMIT TO REPAIR AND OVERHAUL THE NAVY-OWNED OROTE POWERPLANT

WHEREAS, Guam Power Authority (GPA) and Commander, Joint Region Marianas (CJRM), renewed the Inter-Governmental Support Agreement (IGSA) for another 10- year period in June 2023 for the purpose of providing each other with mutual assistance of electrical power goods and support services; and

WHEREAS, CJRM has requested GPA to assist with the repair and overhaul services for the Orote Power Plant located on Naval Base Guam (NBG); and

WHEREAS, the Orote Power Plant consists of three 6.8MW Wartsila diesel engines; and

WHEREAS, Navy has justified use of the original equipment manufacturer (OEM) to provide the repair and overhaul services and the diesel engines were recently assessed by Wartsila, the OEM; and

WHEREAS, GPA originally requested for approval of up to $3 million based on an initial estimate for all work related to the Orote Power Plant --which is a reimbursable cost to GPA under the IGSA from Navy that will not produce an increased revenue requirement and as such only notice need be provided to the Guam Public Utilities Commission under its contract review protocol; and

WHEREAS, the overhaul of Unit 2 of Orote was completed and the unit was commissioned; however, the insulation on the Unit 2 generator was worn, and indicated a low Ohm value, causing the generator to burn. Unit 2 now requires at least $1,450,000 to repair offsite; and

WHEREAS, to prevent Unit 1 and Unit 3 Generators from also burning and incurring similar damages, the OEM recommends the cleaning and servicing (generator rewinding) in addition to the overhaul of each unit. This is estimated to cost $450,000 for both Unit 1 and Unit 3; and

WHEREAS, the total increase to complete the repair and overhaul of the Orote Power Plant is estimated to be almost $2,200,000 more than planned, which includes a 10% contingency and additional costs added. And the estimated project total, with this additional estimated costs, is $4,642,596.18; and

WHEREAS, the Navy has requested to expedite this service to ensure power supply to the Naval Base Guam at all times, especially after typhoons.

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

1. GPA is approved to increase the $3,000,000 contract with Wartsila to up to $6,000,000, to provide repair and overhaul services on the Orote Power Plant, with costs reimbursed by Navy under the IGSA.
2. GPA shall notify the PUC of the contract as required by the contract review protocol.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 27th DAY OF January, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

//

//

I, Melvin F. Duenas, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of 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: _____

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

Issues for Decision
Resolution No. FY2026-10:

RELATIVE TO THE AUTHORIZATION OF DEMAND SIDE MANAGEMENT (DSM) FUNDS FOR APPROVED ENERGY SENSE PROGRAMS AND SUPPORTING INFRASTRUCTURE

What is the project's objective? Is it necessary and urgent?
These initiatives collectively strengthen GPA's Demand Side Management (DSM) program by addressing immediate energy efficiency, peak demand reduction, and emerging load growth challenges while supporting system reliability and customer affordability. The requested DSM expanded initiatives are broken down by task and include targeted pilot programs, supporting software and analytical tools, required reporting, equipment, and professional development needed to implement, evaluate, and scale DSM activities. Together, these initiatives enable GPA to deliver measurable energy and demand savings and to manage new loads such as electric vehicles in alignment with long-term resource and grid planning goals.

These initiatives are both necessary and time-sensitive. Load growth from EV adoption, increasing system costs, and the need for decision-making require near-term action to avoid higher future capital and operational costs. The pilot programs, software renewals, reporting analysis, and workforce training, are foundational to maintaining continuity of existing DSM programs while enabling new initiatives to proceed without delay. As GPA's grid evolves with increased penetration of inverter-based technologies, GPA must respond with timely demand side management and improved data-driven programs to maintain system reliability, manage variability, and avoid higher future system costs and rate impacts.

Where is the location?
Guam Power Authority service territory

How much will it cost?
Table 1 below summarizes the estimated costs associated with the proposed expanded DSM initiatives for CY 2026 and CY 2027. The requested DSM expanded initiatives are broken down by task and category, including pilot programs, professional development, software and subscriptions, equipment, reporting and analysis.

Table 1 – DSM Additional Budget

		CY 2026	CY 2027
1. Pilot Programs			
1.1	EV Managed Charging Services Pilot	$255,000	$1,500
1.2	Hot Water Heater Controller 100 unit Pilot	$28,000	$5,000
1.3	Home Area Network Devices (HAN)	$195,000	$83,500
2. Professional Development			
2.1	Energy Engineering Training & Certification	$7,500	$7,500
2.2	Off-island Conferences	$13,000	$13,000
3. Software & Subscriptions			
3.1	New Online Home Energy Assessment Tool (MEX)		$195,000
3.2	Commercial LED Expansion & Automation of Rebate Applications	$60,000	
3.3	Electrical Transient Analyzer Program License Renewal (ETAP)	$50,000	$50,000
3.4	PV Design and Calculation Annual Software	$1,000	$1,000
3.5	Membership Subscription for Commercial Lighting QPL (DLC)	$500	$500

3.6	Generation expansion planning software (Hitachi) to evaluate current and proposed DSM programs	$162,000	$135,000
4	Equipment		
4.1	Home Energy Audit Tools	$15,000	$15,000
5	Reporting & Analysis		
5.1	LEAC DSM Savings report	$20,000	$20,000
	Total	**$807,000**	**$527,000**

When will it be completed?
The initiatives are funded over a two-year period, covering CY 2026 and CY 2027. Many of the DSM programs and supporting activities reflected in the budget are ongoing in nature and are intended to operate in perpetuity, with the two-year period representing an implementation and expansion phase rather than a defined end date. Annual review, performance evaluation, and future budget approvals will determine continuation, scaling, or modification of individual initiatives.

What is its funding source?
DSM Funds

The RFP/BID responses:
GPA-RFP-24-003: Water Heater Controller Pilot
GPA-RFP-24-007: Electric Vehicle Managed Charging Services
GPA-019-25: Electrical Transient Analyzer Program License Renewal (ETAP)
GPA-RFP-22-004: Generation expansion planning software to evaluate current and proposed DSM programs
GPA-RFQ-40627: Home Energy Audit Tools

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

1

GPA RESOLUTION NO.: FY2026-10

RELATIVE TO THE AUTHORIZATION OF DEMAND SIDE MANAGEMENT (DSM) FUNDS FOR APPROVED ENERGY SENSE PROGRAMS AND SUPPORTING INFRASTRUCTURE

WHEREAS, Demand Side Management (DSM) is an established utility planning framework recognized by the U.S. Department of Energy, the Federal Energy Regulatory Commission (FERC), and leading industry organizations such as Electric Power Research Institute (EPRI) and the American Council for an Energy-Efficient Economy (ACEEE) as a comprehensive portfolio of programs designed to reduce or shift customer demand, improve system reliability, and defer costly new generation investments; and

WHEREAS, DSM is not limited to rebates for end-use equipment, but includes a wide range of modern grid-supportive strategies such as demand response, managed EV charging, time-of-use rates, electrification planning, load shifting, energy audits, customer engagement tools, peak-demand mitigation technologies, and deployment of measurement and verification (M&V) systems that allow utilities to quantify and forecast load impacts; and

WHEREAS, in GPA Docket 13-14, the Public Utilities Commission (PUC) approved GPA's expansion of its Demand Side Management Program to include ten additional energy efficiency and demand reduction initiatives such as energy audits, high-efficiency HVAC systems, commercial energy management systems, efficient lighting, water heating improvements, smart inverters, and an ESS pilot program, recognizing that these measures provide energy savings and reduce future generation needs; and

WHEREAS, in GPA Docket 20-05, the PUC authorized GPA to fund its DSM Program through the Levelized Energy Adjustment Clause (LEAC) at $1.5 million per six-month period, required DSM funds to be held in a separate Energy Sense account, and limited the use of these funds to approved DSM rebate programs and marketing activities; and

WHEREAS, as of the end of Calendar Year 2025, the Guam Power Authority (GPA) has collected a total of $13.8 million in LEAC revenues deposited into the Energy Sense Account, of which $12 million has been expended primarily through the Residential Rebate Program, resulting in an existing account balance of $1.8 million; and

WHEREAS, the *Guam Power Authority Demand Side Management Review* prepared by Utility Financial Solutions, LLC (UFS), dated February 4, 2024, calculates that GPA's DSM programs produced an estimated total island-wide value of approximately $53 million during the period from June 1, 2020 through July 31, 2023, based on customer bill savings and projected future GPA capital savings resulting from reduced energy consumption and peak demand; and

WHEREAS, Guam's electric system is rapidly transitioning to higher levels of inverter-based resources, renewable generation, and increased electrification, and traditional DSM measures focused only on energy-efficient appliances and basic demand reduction are no longer sufficient to meet emerging grid needs; GPA must therefore invest in a broader and more robust DSM portfolio that includes load shifting, controllable demand, improved forecasting of renewable generation, managed EV charging, and analytical tools that shape and control energy consumption; and

WHEREAS, the current rebate-centric limitations described in GPA Docket 20-05 do not reflect the full scope of modern DSM practices required to support a stable, resilient, and affordable grid; and

WHEREAS, GPA is requesting authorization from the Consolidated Commission on Utilities (CCU) to expand the DSM program initiatives and to petition the Guam Public Utilities Commission to utilize DSM funds through LEAC for the DSM projects listed in the attachment, which support the implementation, administration, measurement, and expansion of GPA's approved Demand Side Management offerings;

NOW, THEREFORE, BE IT RESOLVED, the Consolidated Commission on Utilities, as the Governing Body of the Guam Power Authority, does hereby approve and authorize the following:

1. The Consolidated Commission on Utilities authorizes the Guam Power Authority to

expand the approved DSM initiatives and to petition the Guam Public Utilities Commission for approval to fund these initiatives through DSM Funds held in the Energy Sense Account.

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

DULY AND REGULARLY ADOPTED, this 27th day of January 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, **Melvin Duenas**, Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

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

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Attachment A: DSM Additional Budget

Attachment A - DSM Additional Budget

		CY 2026	CY 2027	Justification
1	Pilot Programs			
1.1	EV Managed Charging Services Pilot	$ 255,000	$ 1,500	The Electric Vehicle Managed Charging Services (EVMCS) pilot directly supports GPA's objectives to reduce peak demand, shift customer load to periods of higher renewable generation, and improve overall system reliability.EV charging represents one of the fastest-growing new loads on the grid, and unmanaged charging typically occurs during evening peak hours when system demand is highest. The EVMCS pilot introduces a DSM framework for direct load control, allowing GPA to modulate EV charging demand in real time and prevent sudden load spikes that would otherwise strain generation resources or accelerate the need for capacity additions. Guided by Pacific Northwest National Laboratory, this pilot enables GPA to test time-of-use pricing strategies that incentivize customers to shift EV charging to solar hours when renewable generation is abundant and marginal fuel costs are lowest. This directly aligns with the 2022 Integrated Resource Plan, which identifies managed electrification and flexible demand as essential tools for integrating inverter-based renewable resources. By shaping EV charging behavior, the program reduces evening peak load, improves system load factor, and enhances the utilization of daytime solar generation. These capabilities are consistent with the DSM requirements referenced in PUC Dockets 13-14, 20-05, and 22-08, which emphasize reducing fuel use, avoiding new capacity, and implementing best practices such as managed EV charging.
1.2	Hot Water Heater Controller 100 unit Pilot (Aquanta)	$ 28,000	$ 5,000	Water heater controllers reduce peak demand by shifting electric water heating to off-peak hours. The pilot supports DSM by validating the effectiveness of demand response technologies that can be scaled to residential and commercial customers.(Reference: GPA Docket 13-14, 9.H.)
1.3	Home Area Network Devices (HAN)	$ 195,000	$ 83,500	HAN devices provide real-time energy data to customers and support DSM behavioral programs by enabling load visibility, customer alerts, peak-time notifications, and integration with future demand response initiatives
2	Professional Development			
2.1	Energy Engineering Training & Certification	$ 7,500	$ 7,500	GPA proposes to utilize Energy Sense Demand Side Management (DSM) funds to support energy engineering training and professional certification for up to three (3) full-time employees per year through the Association of Energy Engineers' Certified Energy Manager (CEM) program. The CEM certification provides industry-recognized training in energy efficiency analysis, demand reduction, load management, measurement and verification, and benefit-cost analysis, all of which are core functions required to design, implement, administer, and evaluate DSM programs. Maintaining qualified technical staff is essential to ensuring DSM measures are properly scoped, cost-effective, and aligned with PUC-approved program objectives, and directly supports the delivery and continuous improvement of Energy Sense programs. The cost of certifying three employees annually is modest relative to overall DSM budgets, while the benefits extend across multiple years through retained institutional knowledge and improved DSM program performance.
2.2	Offisland Conferences	$ 13,000	$ 13,000	DSM requires continuous professional development to maintain staff's CEM, CEA, and CMVP certifications. Off-island conferences provide exposure to best practices in load management, electrification, DER integration, and utility DSM program design, enabling GPA to modernize its DSM offerings. (Reference GPA 2022 Integrated Resource Plan)
3	Software & Subscriptions			
3.1	New Online Home Energy Assessment Tool (MEX)		$ 195,000	The MEX platform is being procured as a new service to continue providing the same online home energy assessment capabilities previously offered by GPA, ensuring uninterrupted delivery of DSM's digital audit services and continued support for customers participating in GPA's efficiency and rebate programs. (Reference: GPA Docket 13-14, 9.A.)
3.2	Commercial LED Expansion & Automation of Rebate Applications	$ 60,000		This supports DSM's commercial lighting rebate program by improving online application processing, enabling automated verification, and reducing administrative delays. Faster processing increases customer adoption of LED retrofits, lowering island-wide lighting loads and reducing peak demand. Digitizing all rebate application processes, including updates to the online rebate portal to allow access for all GPA rate schedules, including residential, commercial, government, and pre-paid customers.
3.3	Electrical Transient Analyzer Program License Renewal (ETAP)	$ 50,000	$ 50,000	ETAP serves as a critical analytical platform supporting GPA's Demand Side Management (DSM) and grid modernization initiatives. The software enables GPA to simulate the impacts of various DSM measures on the grid, including managed electric vehicle (EV) charging, distributed customer battery energy storage, thermal energy storage, and load-shifting strategies. In addition, ETAP provides valuable engineering insights that directly support Time-of-Use (TOU) analysis and rate design.
3.4	PV Design and Calculation Annual Software (Pvsyst)	$ 1,000	$ 1,000	PvSyst is required for DSM to evaluate existing and future Renewable Energy Purchase Agreement (PV system) performance, validate solar production estimates and ensure accurate forecasting. This directly informs DSM planning, grid alignment, and benefit-cost analysis. PvSyst modeling will also support future DSM applications such as Time-of-Use tariff development and evaluating energy-arbitrage opportunities.

3.5	Membership Subscription for Commercial Lighting QPL (DLC)	$ 500	$ 500	The DesignLights Consortium database is essential for DSM's commercial lighting program to ensure all incentivized products meet high efficiency and quality standards. The Qualified Products List is also critical for developing and validating the online rebate application portal.(Reference: GPA Docket 13-14, 9.G.)
3.6	Generation expansion planning software (Hitachi) to evaluate current and proposed DSM programs	$ 162,000	$ 135,000	The software is required to evaluate current and proposed DSM programs as part of the capacity expansion planning analyses integral to GPA's Integrated Resource Plan. Allows optimization of DSM versus supply-side resources. Enables GPA to model existing and future Energy Sense Rebate Programs in the software
4	Equipment			
4.1	Home Energy Audit Tools	$ 15,000	$ 15,000	GPA is expanding its roster of Qualified Energy Auditors to include Certified Energy Auditors and Certified Energy Managers capable of performing ASHRAE-level audits, and the purchase of professional audit tools ensures these auditors are fully equipped to conduct residential and commercial assessments, quantify savings, and verify DSM measures. Having the tools in place allows GPA to deliver these audit services immediately to our customer base and maintain strong M&V and program credibility. (Reference: GPA Docket 13-14, 9.A.)
5	Reporting & Analysis			
5.1	LEAC DSM Savings report (UFS)	$ 20,000	$ 20,000	This report provides third-party, impartial verification of DSM savings for inclusion in the LEAC calculation, ensuring that DSM program impacts are accurately and objectively reflected in GPA's regulatory filings.
	Total	**$ 807,000**	**$ 527,000**	

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

Issues for Decision

Resolution No. 2026-11:

Relative to Authorizing the Management of Guam Power Authority for a price adjustment of the remainder of third year (3rd year) base period and two (2) year extension Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility with Supreme.

What is the project's objective? Is it necessary and urgent?
The third (3rd) of the 3-year base contract with Supreme for the Management, Operation, and Maintenance of the GPA Fuel Bulk Storage Facility under GPA-015-22 is set to expire on September 30, 2026.
GPA negotiated and mutually agreed for a one (2) year extension of the existing contract with Supreme commencing in October 1, 2026. The objective is to ensure uninterrupted, reliable operation of the facility for the supply of fuel to the GPA plants, especially with the transition of 24/7 fuel supply to Ukudu.

Where is the location?
GPA Bulk Fuel Storage Facility.

How much will it cost?
The remainder of third year (3rd year) price adjustment and two (2) year contract extension is estimated to cost about $3,277,206 for the required services under the contract (Exhibit A).

When will it be completed?
The contract extension shall be for a period of two (2) years, commencing in October 1, 2026 and will expire in September 30, 2028.

What is its funding source?
The contract fees for the Management, Operation, and Maintenance of the facility will be funded under the fuel budget.

The RFP/BID responses:
Supreme Group Guam LLC has been awarded the existing contract through a multi-step IFB process.

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

GPA Resolution No. FY2026-11

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR THE EXTENSION OF THE EXISTING CONTRACT FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE GUAM POWER AUTHORITY'S FUEL BULK STORAGE FACILITY WITH SUPREME GROUP GUAM, LLC.

WHEREAS, the Guam Power Authority (GPA) entered into a three-year contract with Supreme Group Guam, LLC (SUPREME) under GPA-015-22 for the management, operation, and maintenance of the GPA Fuel Bulk Storage Facility, which expires on September 30, 2026; and

WHEREAS, the contract includes provisions for up to two (2) optional one-year extensions; and

WHEREAS, GPA and SUPREME have mutually agreed to exercise the two-year extension option and to implement corresponding price adjustments to address increased manpower and utility costs associated with the extension of daily refueling operations from twelve (12) hours to twenty-four (24) hours; and

WHEREAS, the detailed contract pricing, adjustments, and total aggregate cost for the three-year base period and two-year extension period are reflected in **Exhibit A**, incorporated herein by reference; and

WHEREAS, the aggregate total contract value for the three-year base period and the two-year extension period shall be increased by $3,017,206.00, from $2,728,319.00 to $5,745,525.00.; and

WHEREAS, GPA has determined that the overall fee increase for the three-year base period and two-year extension period is reasonable and necessary; and

WHEREAS, GPA seeks approval to proceed with the two-year extension and associated contract amendments, subject to review and approval by the Guam Public Utilities Commission.

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

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

1. The Guam Power Authority is hereby authorized to seek approval from the PUC to execute an agreement with Supreme for a two (2) year extension of the contract for the Management, Operation, and Maintenance of the GPA Fuel Bulk Storage Facility commencing in October 01, 2026 and terminating in September 30, 2028.

2. The General Manager of the Guam Power Authority is hereby authorized, subject to approval by the Public Utilities Commission, to increase the total contract value to an aggregate amount of $5,745,525.00, consisting of $2,728,319.00 for the three-year base period and $3,017,206.00 for the two-year extension, and to execute all agreements and documents necessary to effectuate the contract extension with **SUPREME**.

DULY AND REGULARLY ADOPTED at Mangilao, Guam, this 27th day of January 2026.

Certified by:	Attested by:
_____	_____
Francis E. Santos	Melvin F. Duenas
CHAIRPERSON	SECRETARY

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

SECRETARY'S CERTIFICATE

I, Melvin F. Duenas, Secretary for the Consolidated Commission on Utilities, as evidenced by my signature above, do hereby certify:

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 members who were present voted as follows:

_____ AYES

_____ NAYS

_____ ABSTENTIONS

_____ ABSENT

CONSOLIDATED COMMISSION ON UTILITIES

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

EXHIBIT A- SUPREME PRICE PROPOSAL ADJUSTMENT

		CONTRACT ITEMS (BREAKDOWN)	SUPREME ORIGINAL BID PRICE					SUPREME PROPOSED PRICE ADJUSTMENT				
			Contract Year		Contract Year	OPTIONAL Contract Years		Contract Year		Contract Year	OPTIONAL Contract Extn Years	
			1	2	3	1	2	1	2	3	1	2
			10/01/23-09/30/24	10/01/24-09/30/25	10/01/25-09/30/26	10/01/26-09/30/27	10/01/27-09/30/28	10/01/23-09/30/24	10/01/24-09/30/25	10/01/25-09/30/26	10/01/26-09/30/27	10/01/27-09/30/28
						2	2				2	2
MANDATORY	1	Management and Administration Fees (Include all expenses for: staffing; office maintenance; utilities; transportation; communications; management fees and administration fees)	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282
		Amendment 1 (monthly fee commenced effective September 1, 2025): Additional manpower for 24 hours, 7 days a week Operations (for the remainder of the 3-year base period)	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ 180,000	$ -	$ -
		Amendment 2 (monthly fee to commence effective October 1, 2026): Additional manpower for 24 hours, 7 days a week Operations (for the extension years)									$ 180,000	$ 180,000
		Amendment 2 (Monthly fee to commence 1month after the PUC Approval): Additional Utilities Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,888	$ 52,888	$ 52,888
		Sub-total	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282	$ 510,943	$ 529,340	$ 799,621	$ 819,770	$ 830,170
	2	Security Contractor	$ 185,000	$ 194,250	$ 200,078	$ 206,080	$ 212,262	$ 185,000	$ 194,250	$ 200,078	$ 206,080	$ 212,262
	3	Spill Response Company Membership Fees	$ 38,500	$ 40,425	$ 42,446	$ 44,569	$ 46,797	$ 38,500	$ 40,425	$ 42,446	$ 44,569	$ 46,797
	4	Insurance Fees (Volume I - 5.41)	$ 23,858	$ 25,050	$ 25,802	$ 26,576	$ 27,373	$ 23,858	$ 25,050	$ 25,802	$ 26,576	$ 27,373
	5	Inventory - Environmental / Oil Spill Equipment	$ 2,004	$ 2,105	$ 2,168	$ 2,233	$ 2,300	$ 2,004	$ 2,105	$ 2,168	$ 2,233	$ 2,300
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tabworksheet.*						$ 113,242	$ 118,904	$ 213,390	$ 126,145	$ 129,930
		Amendment 2 (Effective October 1, 2026):						$ -	$ -	$ -	$ 101,371	$ 102,823
			$ 113,242	$ 118,904	$ 122,471	$ 126,145	$ 129,930	$ 113,242	$ 118,904	$ 213,390	$ 227,516	$ 232,753
		TOTAL ANNUAL CONTRACT PRICE (Contract Items 1 thru 6)	$ 873,547	$ 895,074	$ 959,698	$ 992,485	$ 1,015,944	$ 873,547	$ 910,074	$ 1,283,505	$ 1,326,744	$ 1,351,655
		CUMULATIVE TOTAL (Contract Items 1 thru 6)	$ 873,547	$ 1,768,621	$ 2,728,319	$ 3,720,804	$ 4,736,748	$ 873,547	$ 1,783,621	$ 3,067,126	$ 4,393,870	$ 5,745,525
		Cumulative Variance						$ -	$ 15,000	$ 338,807	$ 673,066	$ 1,008,777
		Variance						0.0%	0.8%	12.4%	18.1%	21.3%

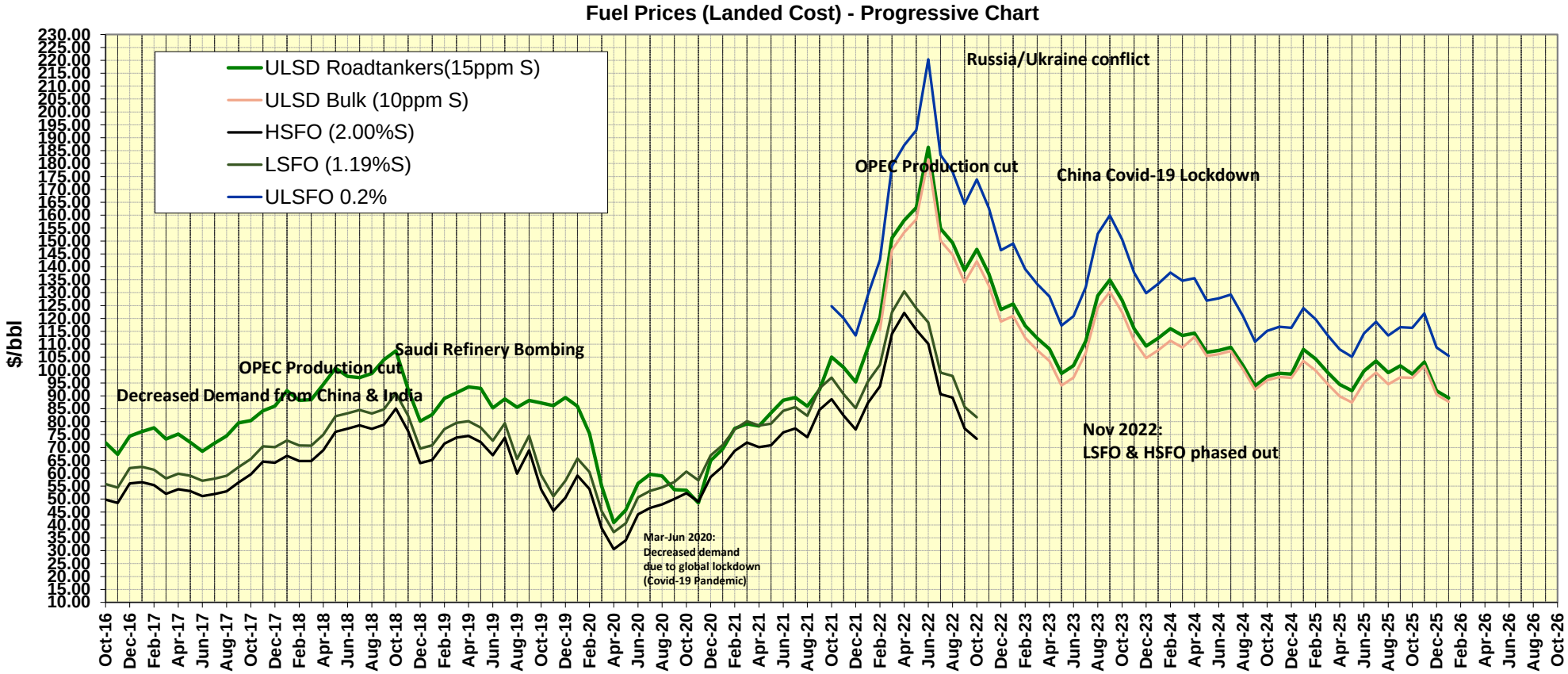
Summary	Contract Year 1	Contract Year 2	Contract Year 3	OPTIONAL: CONTRACT YEAR 1	OPTIONAL: CONTRACT YEAR 2	Total
Original Bid Price	$ 873,547	$ 895,074	$ 959,698			$2,728,319
Adjusted Price	$ 873,547	$ 910,074	$ 1,283,505	$ 1,326,744	$ 1,351,655	**$5,745,525**
Difference (Due to additional manpower to support 24/7 operations, increased utility costs, and increased O&M for the new Ukudu pipeline)	**$ -**	**$ 15,000**	**$ 323,807**	**$ 1,326,744**	**$ 1,351,655**	**$3,017,206**

1

GM REPORT

General Manager's Report

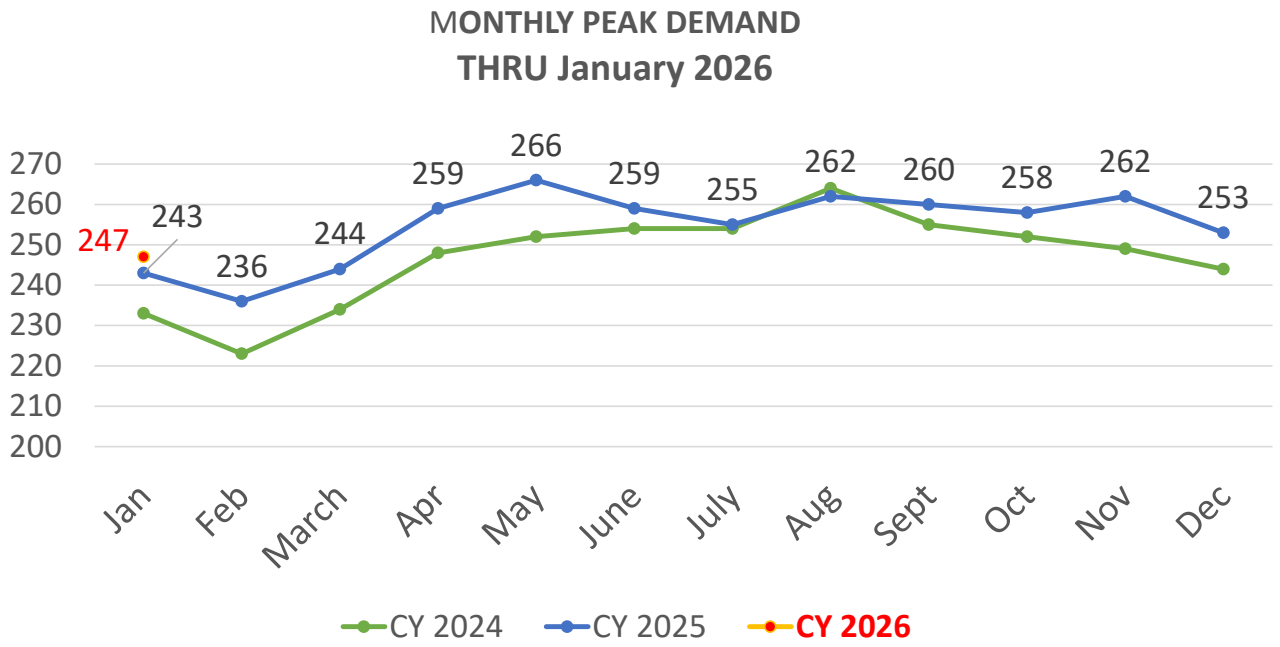
GPA Fuel Landed Cost (per barrel as of January 15, 2026) ULSRFO 0.2% $105.48 USLD Bulk $87.74



General Manager's Report

Reserve Margin Forecast for February 2026:

Targeted Available Capacity:	445MW
Projected Demand:	245MW
Total Reserves:	200MW



General Manager's Report

DSM Online Report – DECEMBER 2025

ONLINE COUNTS

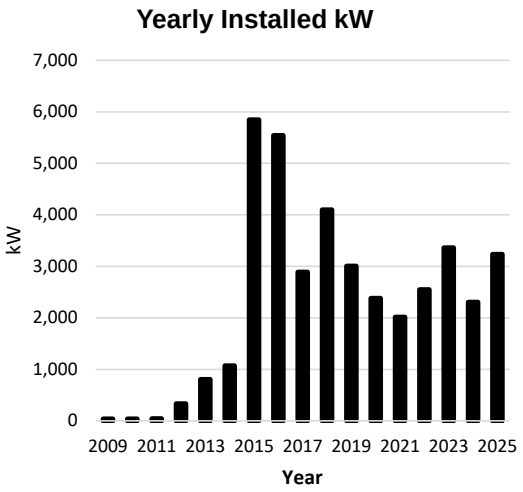
Month	ALL			COMMERCIAL			RESIDENTIAL		
	Applications	Equipment	Rebates	Applications	Equipment	Rebates	Applications	Equipment	Rebates
FY-2022*	**696**	**983**	**$ 196,075**	**7**	**12**	**$ 1,950**	**689**	**971**	**$ 194,125**
FY-2023	**5,721**	**8,007**	**$ 1,621,850**	**67**	**101**	**$ 19,350**	**5,654**	**7,906**	**$ 1,602,500**
FY-2024	**5,304**	**7,494**	**$ 1,522,600**	**81**	**116**	**$ 34,400**	**5,223**	**7,378**	**$ 1,488,200**
FY-2025	**5,527**	**7,673**	**$ 1,555,625**	**72**	**105**	**$ 27,400**	**5,455**	**7,568**	**$ 1,528,225**
Oct-25	437	595	$ 117,850	8	10	$ 1,850	429	585	$ 116,000
Nov-25	402	524	$ 105,075	7	11	$ 1,450	395	513	$ 103,625
Dec-25	466	588	$ 115,750	5	5	$ 1,150	461	583	$ 114,600
Jan-26	-	-	$ -						
Feb-26	-	-	$ -						
Mar-26	-	-	$ -						
Apr-26	-	-	$ -						
May-26	-	-	$ -						
Jun-26	-	-	$ -						
Jul-26	-	-	$ -						
Aug-26	-	-	$ -						
Sep-26	-	-	$ -						
TOTAL	**18,553**	**25,864**	**$ 5,234,825**	**247**	**360**	**$ 87,550**	**18,306**	**25,504**	**$ 5,147,275**
Monthly Averages (FY25)	**460.58**	**639**	**$ 129,635**	**6**	**9**	**$ 2,283**	**455**	**631**	**127,352**

** DSM Online went live on 8/17/22. FY2022 Figures are from 8/17/2022 to 9/30/2022 only.*
Large Commercial, Government, Prepaid, and Inactive accounts are still tracked and processed manually.
Paper applications are NOT INCLUDED with these counts. Includes denied and pending applications.

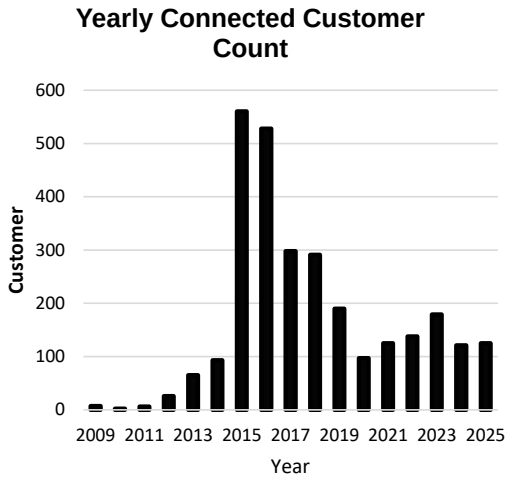
General Manager's Report

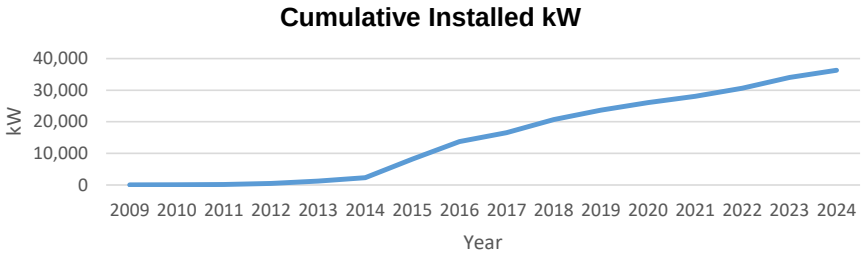
Net Metering - December 2025

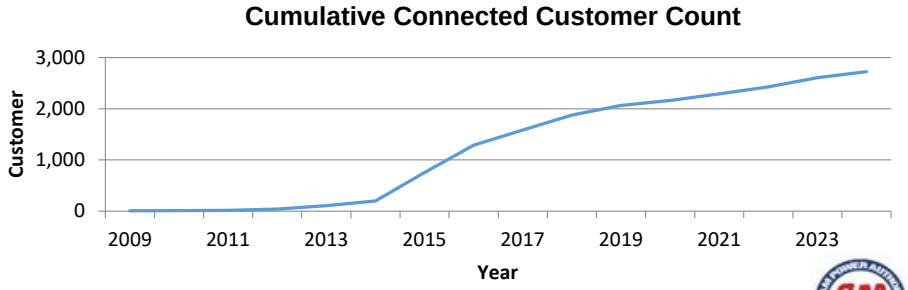
Installed kW by Year		
Year	Total	Cumulative
2009	39	39
2010	39	79
2011	42	120
2012	335	455
2013	803	1,258
2014	1,067	2,325
2015	5,843	8,168
2016	5,541	13,709
2017	2,887	16,596
2018	4,096	20,692
2019	3,005	23,697
2020	2,380	26,077
2021	2,017	28,094
2022	2,549	30,643
2023	3,362	34,005
2024	2,303	36,308
2025	3,234	39,542
Grand Total	39,542	



Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	6	15
2012	26	41
2013	65	106
2014	93	199
2015	560	759
2016	528	1,287
2017	298	1,585
2018	291	1,876
2019	190	2,066
2020	97	2,163
2021	125	2,288
2022	138	2,426
2023	179	2,605
2024	121	2,726
2025	125	2,851
Grand Total	2,851	







General Manager's Report

PUC Update:

Dockets heard and **passed** for the months of November & December 2025:

- **Docket No. 26-03** Petition of the Guam Power Authority to Reduce the Levelized Adjustment Clause for the Period of January 1, 2026 through July 31, 2026
- **Docket No. 26-04** Petition of the Guam Power Authority to Approve Extension of the Cabras 1 and 2 Performance Management Contract until May 31, 2026

Dockets to be heard for the month of **January 2026**:

- None pending

Pending Dockets:

- **Docket No. 24-03** Petition to Review 12 GCA § 8502(c)(2)(B) Relative to Net Metering – this docket will not be heard until further notice

General Manager's Report

Customer Engagement & Community Outreach – SURGE Cyber Tabletop Exercise 2025

- GPA held its first SURGE Cyber Tabletop Exercise on **Tuesday, October 28, 2025** at the Guam Community College Multi-Purpose Room.
- During SURGE 2025, GPA brought together partners and stakeholders, including management and key personnel from Guam Power Authority (GPA) and Guam Waterworks Authority (GWA), engaged in a series of scenarios regarding potential cyber physical security related incidents with GPA's infrastructure. Groups were given discussion points regarding each scenario and what actions to take. Afterwards, each group shared their responses with all participating in the exercise.
- Commission members from the CCU and representatives from Joint Task Force - Micronesia, Lawrence Livermore National Laboratory (LLNL)/ U.S. Department of Energy (DOE), and GPA's energy partners and Independent Power Producers (MEC, Guam Ukudu Power and Clean Capital) also participated in this exercise.











General Manager's Report



Customer Engagement – APPA Customer Connections Conference

- For the fourth year in a row, the Guam Power Authority was recognized by the American Public Power Association (APPA) for exceptional work in public power communications.
- CCU Commissioner Duenas and GPA communications staff attended the APPA's Customer Connections Conference in Salt Lake City, Utah from November 3 - 5, 2025, in Salt Lake City, Utah, and received the following awards on behalf of GPA Customers:









- **The Award of Merit in Web and Social Media** for GPA's Community Powered Web and Social Media campaign that recognizes GPA employee's hard work in the community. This category recognizes visually engaging and innovative websites and social media campaigns that are customer-friendly and accessible, to name a few.

- **The Award of Excellence for Video** for GPA's Lineworkers Read Aloud video. This category recognizes excellence in video production for creative, engaging, and memorable work.

General Manager's Report

Customer Engagement & Community Outreach – Adacao Elementary School Presentation



- GPA visited the 2nd grade students of Adacao Elementary School on **Tuesday, December 9, 2025.**
- GPA Communications staff debuted a new Energy IQ presentation that featured the Monster Detective Collective in partnership between **the American Public Power Association (APPA) and Milepost**. It is a joint project, with APPA offering the programs to its member utilities.
- The students were taught different types of energy sources (renewable and non-renewable), how power gets to their homes, how to be energy efficient, and ways to conserve energy. Students also engaged in a fun Eye Spy Energy activity where they identified items that were using energy, which items consumed the most energy, and how to conserve.
- After the presentation, T&D line crew did a live demonstration of the different types of tools and personal protective equipment (PPE) they use, the importance of electrical safety, as well as parts and proper use of a bucket truck.
- In addition, students were eager to watch as the linemen ascended the bucket trucks, demonstrating how high up they would have to go when working on power lines.



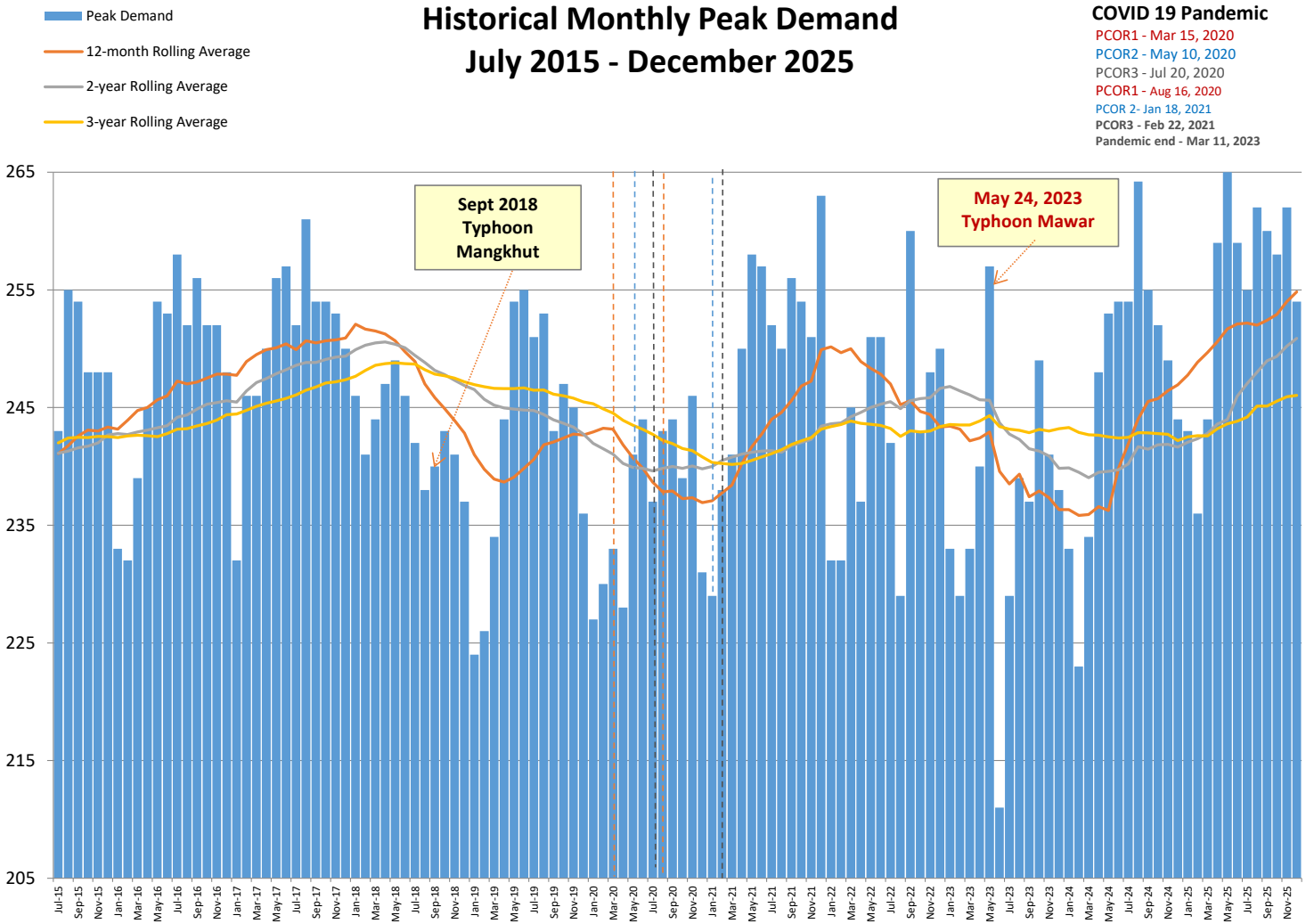






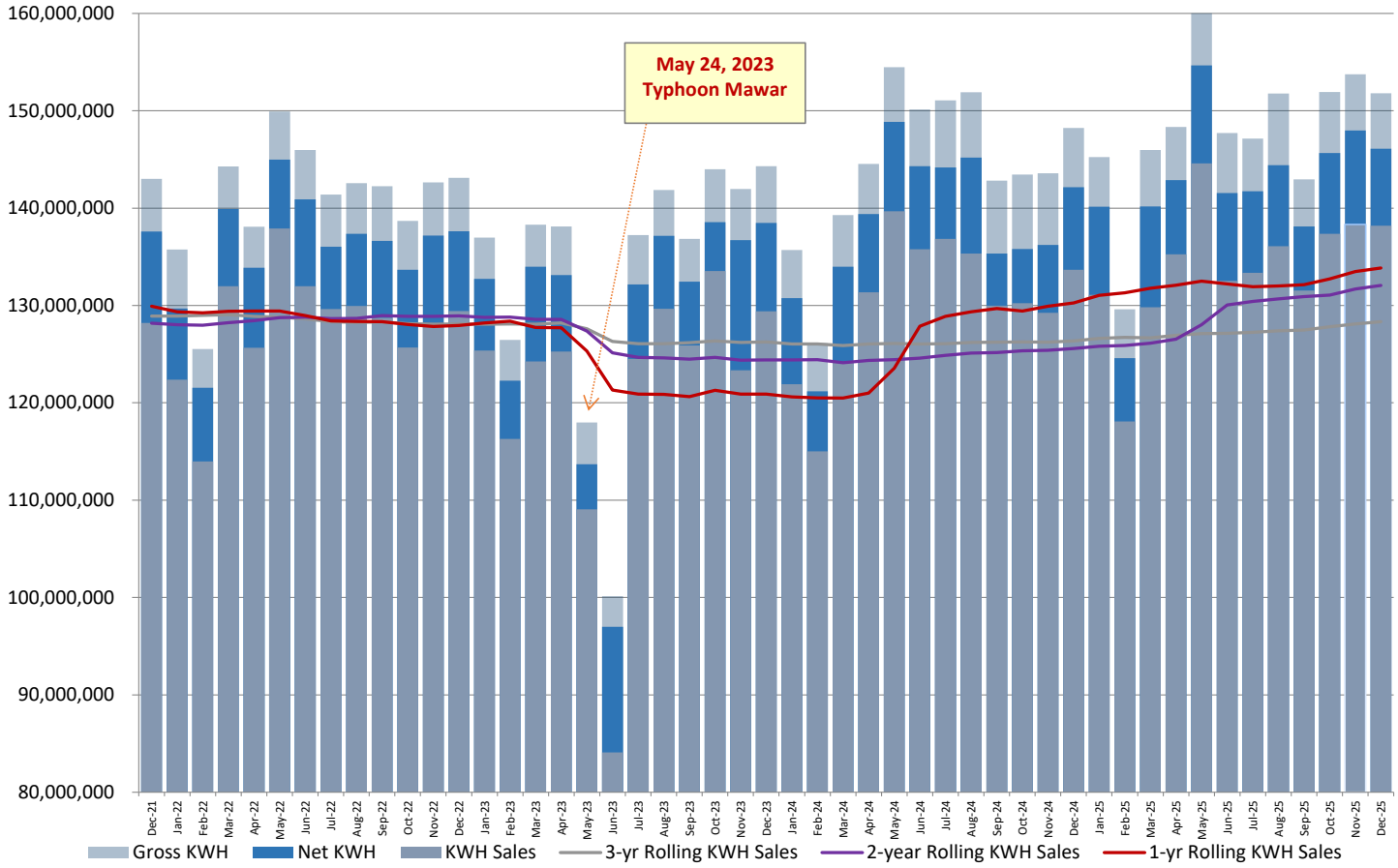


Generation KPIs December 2025


Historical Monthly Peak Demand
July 2015 - December 2025
Peak Demand
12-month Rolling Average
2-year Rolling Average
3-year Rolling Average
COVID 19 Pandemic
PCOR1 - Mar 15, 2020
PCOR2 - May 10, 2020
PCOR3 - Jul 20, 2020
PCOR1 - Aug 16, 2020
PCOR 2- Jan 18, 2021
PCOR3 - Feb 22, 2021
Pandemic end - Mar 11, 2023
Sept 2018 Typhoon Mangkhut
May 24, 2023 Typhoon Mawar
265
255
245
235
225
215
205
Jul-15
Sep-15
Nov-15
Jan-16
Mar-16
May-16
Jul-16
Sep-16
Nov-16
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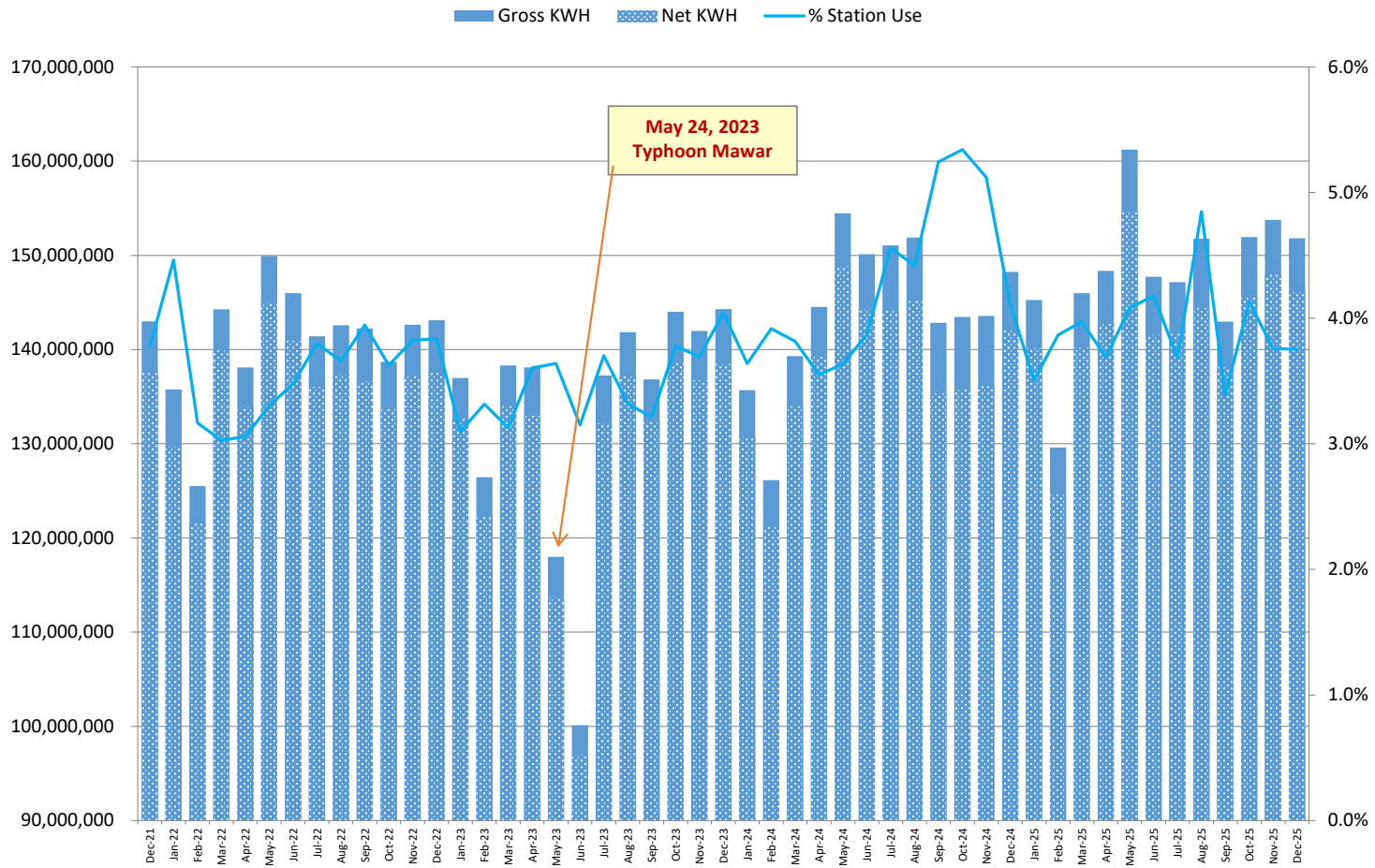
Historical KWH Sales
December 2021 - December 2025

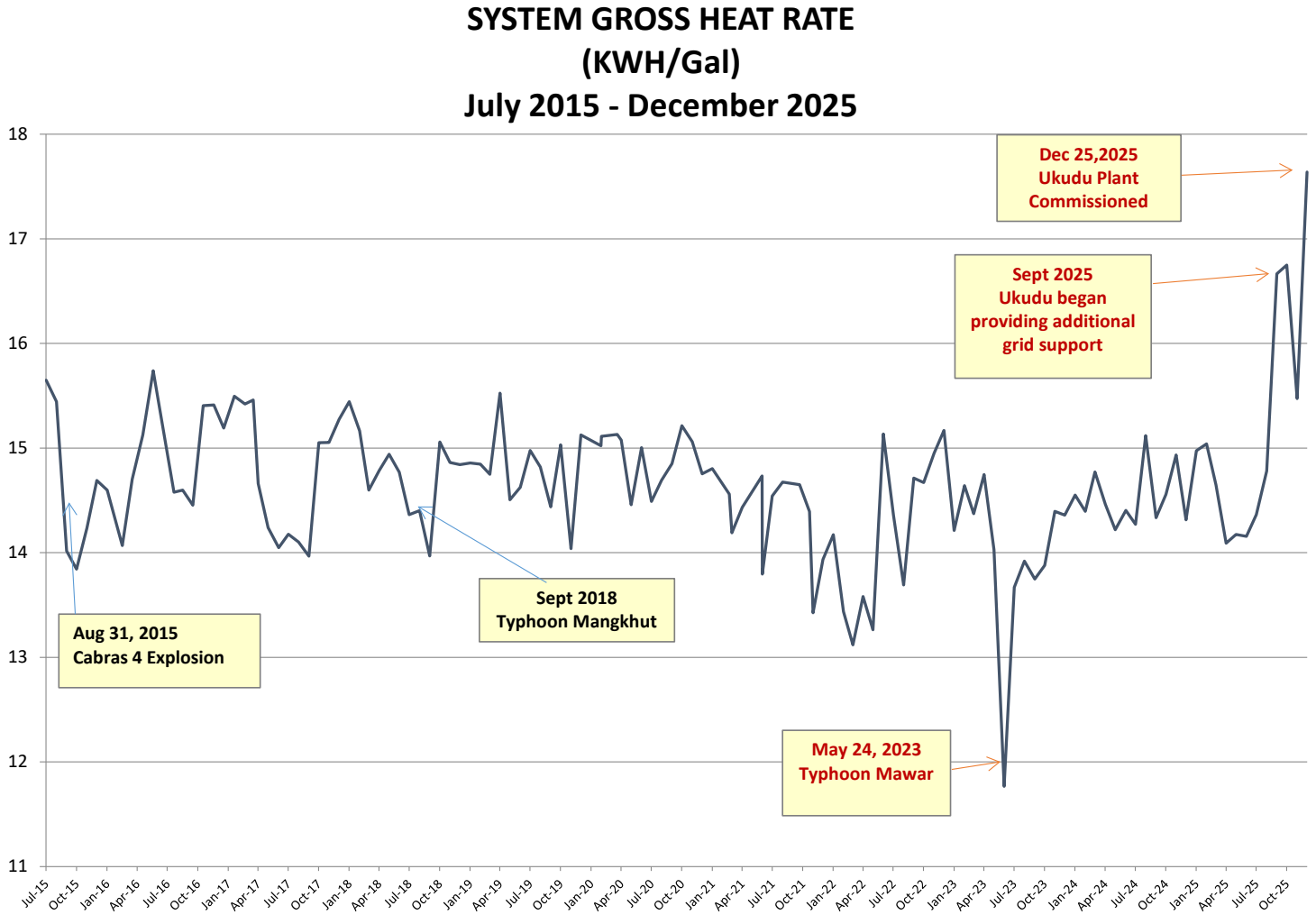
COVID 19 Pandemic
Pandemic end - Mar 11, 2023

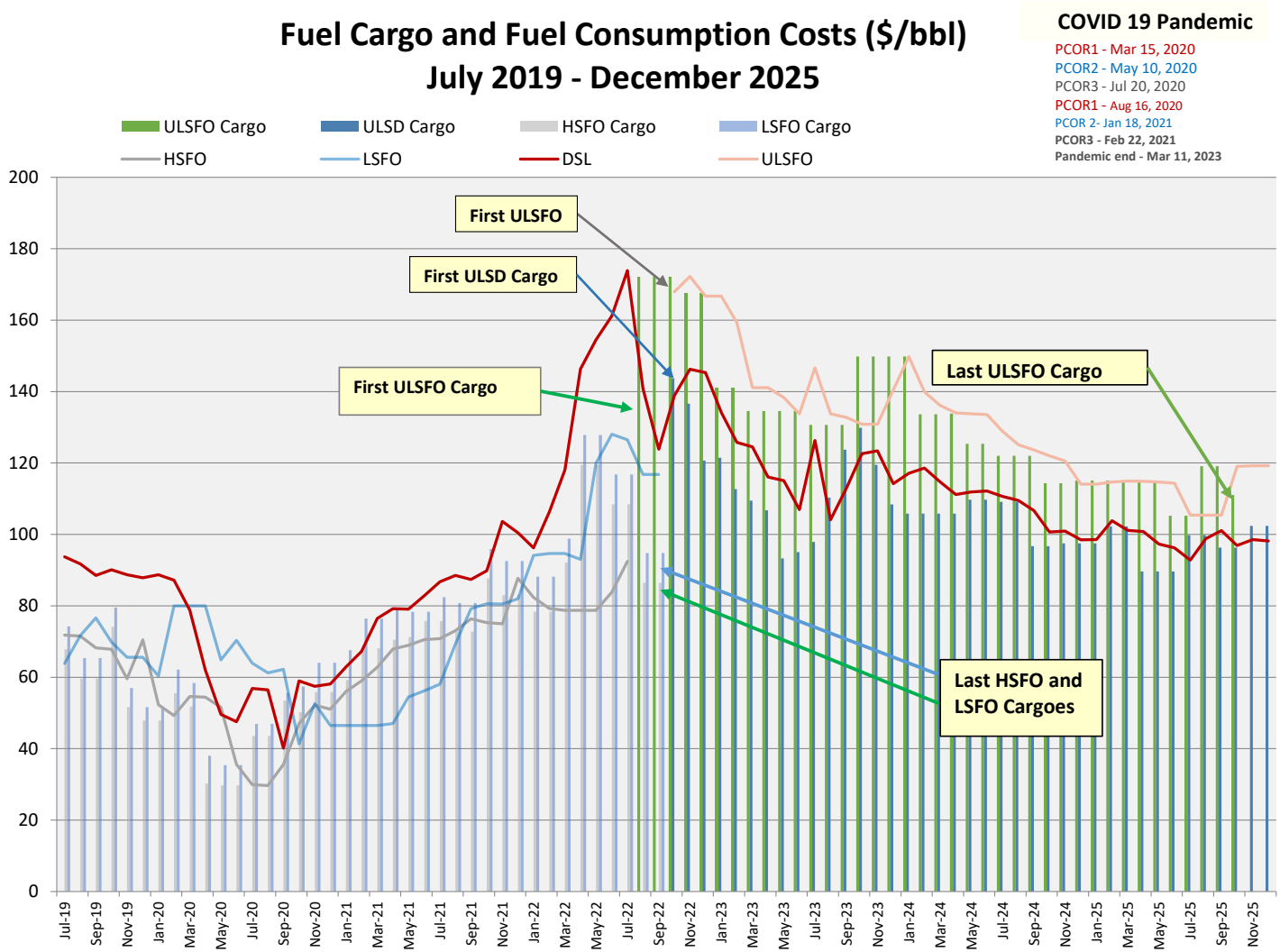


Gross and Net Generation (KWH)
December 2021 - December 2025

COVID 19 Pandemic
Pandemic end - Mar 11, 2023




SYSTEM GROSS HEAT RATE
(KWH/Gal)
July 2015 - December 2025
Dec 25,2025
Ukudu Plant
Commissioned
Sept 2025
Ukudu began
providing additional
grid support
Aug 31, 2015
Cabras 4 Explosion
Sept 2018
Typhoon Mangkhut
May 24, 2023
Typhoon Mawar
18
17
16
15
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Jul-15
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Apr-25
Jul-25
Oct-25


Fuel Cargo and Fuel Consumption Costs ($/bbl)
July 2019 - December 2025
ULSFO Cargo
ULSD Cargo
HSFO Cargo
LSFO Cargo
HSFO
LSFO
DSL
ULSFO
COVID 19 Pandemic
PCOR1 - Mar 15, 2020
PCOR2 - May 10, 2020
PCOR3 - Jul 20, 2020
PCOR1 - Aug 16, 2020
PCOR 2- Jan 18, 2021
PCOR3 - Feb 22, 2021
Pandemic end - Mar 11, 2023
First ULSFO
First ULSD Cargo
First ULSFO Cargo
Last ULSFO Cargo
Last HSFO and LSFO Cargoes
200
180
160
140
120
100
80
60
40
20
0
Jul-19
Sep-19
Nov-19
Jan-20
Mar-20
May-20
Jul-20
Sep-20
Nov-20
Jan-21
Mar-21
May-21
Jul-21
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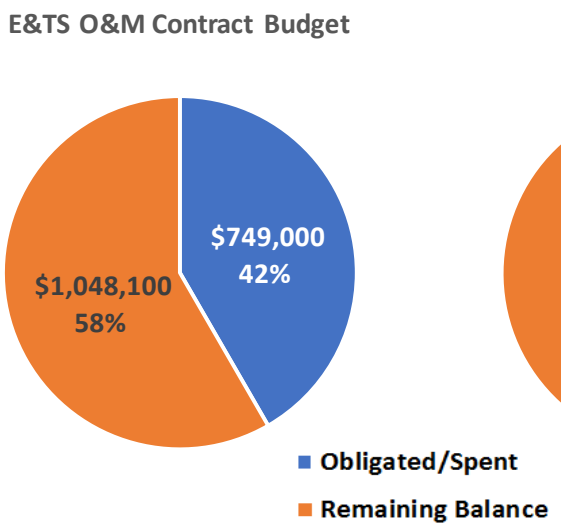
E&TS Divisional Report Summary

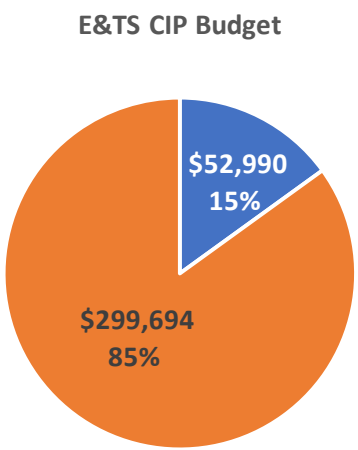
December 31, 2025

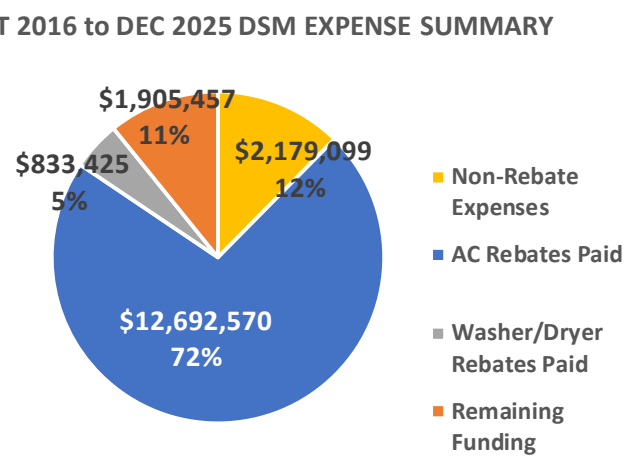
Contents

- E&TS Budget Execution Performance
  - O&M Contract Budget
  - CIP Budget
  - DSM Budget
- Environmental Compliance (SPCC and BMP Inspections)

E&TS Budget Execution Performance



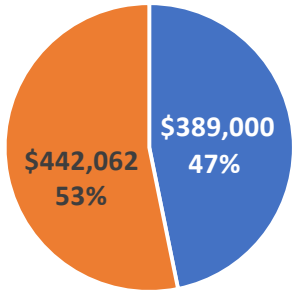


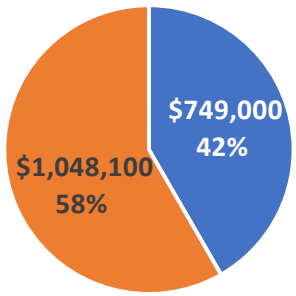


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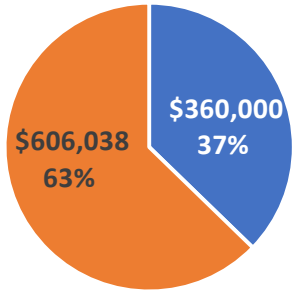
ENG O&M Contract Budget

$- 0%





P&R O&M Contract Budget



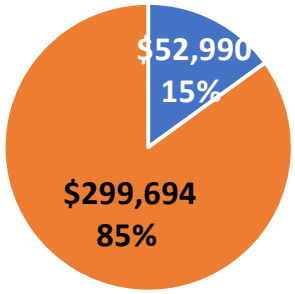
IT O&M Contract Budget

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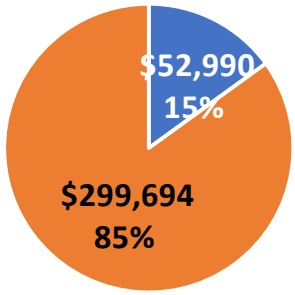
Obligated/Spent

Remaining Balance

E&TS CIP Contract Budget



SPORD CIP Budget



IT CIP Budget

$- 0%

Obligated/Spent

Remaining Balance

Environmental Compliance

P&R Inspections Status Ending December 31, 2025

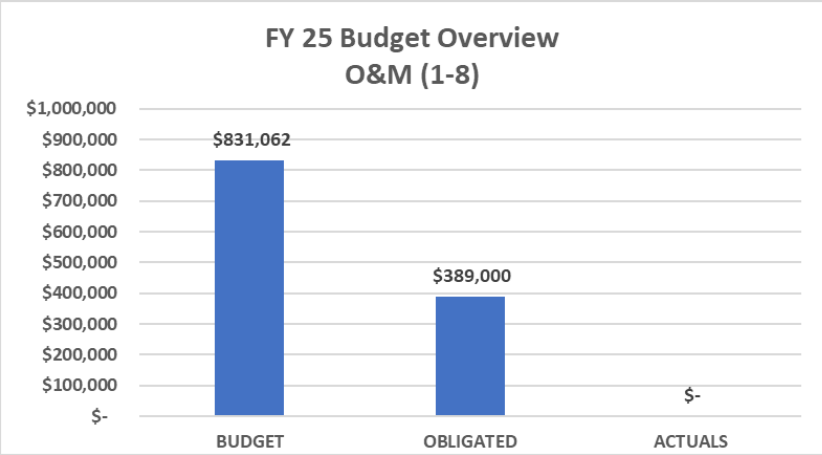
Inspection Type	Organization Responsibility	Violations Not Remediated	Number
Spill Prevention, Control, and Countermeasure (SPCC)	Generation	New Violation Notifications Issued	1
		Remediations Past Due	10
		Remediations Not Past Due	2
	T&D	New Violation Notifications Issued	0
		Remediations Past Due	0
		Remediations Not Past Due	1
Best Management Practices (BMPs)	Generation	New Violation Notifications Issued	0
		Remediations Past Due	1
		Remediations Not Past Due	0

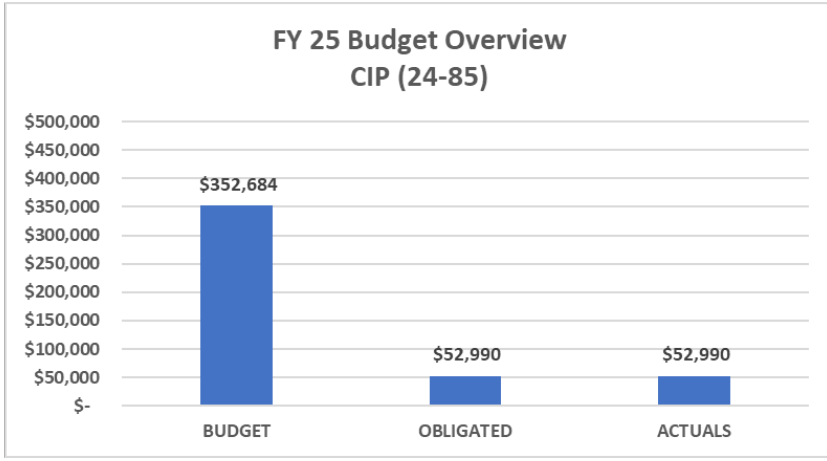
- SPCC rule purpose is to help facilities prevent oil discharges into navigable waters or adjoining shorelines
- BMP refers to a type of auxiliary pollution controls in the fields of industrial wastewater control and municipal sewage control, storm water management, and wetland management

SPORD CCU Report

December 31, 2025

SPORD FY 2025 Budget Status





**O&M excludes DSM & Major Contracts (IPP, PPA, Fuel). CIP includes EPCM contract costs.*

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PROJECT ACTIVITIES

DEMAND-SIDE MANAGEMENT & GREEN PROGRAMS

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
DSM Marketing	FJI	Marketing services for the Energy Sense Rebate Program.	GPA-RFP-21-004	Adztech/Public Relations, Inc.	Continuous	-Outreach events completed: Bishop Baumgartner Catholic School (Grades 5-8), Dominican Catholic School (Grades 3-8), Mt. Carmel Academy Charter School (Grades 3-5), St. Anthony Catholic School (Grades 4 & 6), FBLG Middle School Science Expo/STEM Kit Demonstration, McCool Elementary Middle School (Grades 6-8), Jose Rios Middle School.	-Weekly meetings -DSM customer survey - GPA has halted survey until after the rate case is completed. AGMETS will check with GM about restarting. -Energy Sense website upgrade ongoing. Our team is currently reviewing the upgrade.
Utility Energy Services Contract (UESC)	FJI/VAT	The UESC program allows GPA to partner with its customers (Federal, GovGuam, Public/Private entities) to implement comprehensive energy efficieny, renewable energy, and resiliency projects. Under the UESC, GPA serves as the implementing utility, coordinating energy audits, project design, construction, and long-term measurement and verification services.	GPA-RFP-16-013	Siemens	Continuous	-BEST Schools: Southern High School LED Retrofit - Phase 2 completed Feb. 2024. -BEST Schools: Tamuning Elementary School - Completed Feb. 2024. -BEST Schools: Ordot Chalan Pago Elementary School LED Retrofit & Solar PV + BESS - Completed Nov. 2024. -University of Guam School of Business and Public Administration Building LED Retrofit, BAS, Solar PV + BESS - Completed 4th quarter 2024.	-GEO EECBG Solar LED Lighting project ongoing. -GDOE CMMS+ADA Compliance Audit ongoing. -UOG Phase 2 planning ongoing.
New Power Plant Bid (EPCM)	FJI/BSN	198 MW Combined Cycle Power Plant with 25 MW/ 15.743 MWh BESS at Ukudu.	MS GPA-034-18	Guam Ukudu Power (GUP)	Sept. 30, 2025	-Overall project progress at 99.64% as of 11/30/25. -Commissioning progress at 93.73% as of 11/30/25. -Amendment No. 1 to the Third Amended ECA regarding additional generation prior to commissioning was executed on 5/30/25. -The damaged STG HP components have been repaired, delivered back on island, and reinstalled on 8/14/25. -GTG 3 rotor was dismantled on September 2nd and transported to the manufacturer factory on October 3, 2025. -The GTG 3 stator was repaired and tested from September 22nd-26th.	-Ukudu was commissioned on December 25, 2025. -Remaining outstanding items are being addressed by GUP/DUP. -Negotiations for Liquidated Damages, EOT, etc. are ongoing.
Energy Engineering Training & Certification Program	VAT	GPA's Energy Engineering Training Program strengthens the utilities technical capacity by developing in-house expertise in energy efficiency and management through certification training offered by the Association of Energy Engineers.	TAP Grant	N/A	Dec. 2025	-13 of 13 employees have completed the CEA Training Program. -3 of 7 employees have completed the CEM Training Program. -1 employee completed the CMVP Training Program.	-Exam registration completed. -Grant closeout in progress.
EV Managed Charging Services	VAT	Electric vehicle managed charging services and associated charging devices.	GPA-RFP-24-007	FlowEV by Triple J	Ongoing	-RFP-24-007: GPA partners with FlowEV by Triple J, for Electric Vehicle Managed Charging Services, which includes EV supply equipment. -EVMCS contract completes OAG review with no comment on 5/5/25. Contract is fully executed with no contest. -Pilot Project (1 DC, 3 AC Level 2 EVSE) - Proposal dated Sept. 4, 2025 approved.	-Pending PO issuance for Pilot Project. -Guam Energy Office grant funded project preliminary assessment begins.

PROJECT ACTIVITIES

DEMAND-SIDE MANAGEMENT & GREEN PROGRAMS

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Fadian Parking Lot Solar Canopy	VAT	Installation of Solar Canopy PV system at Fadian public parking area.	MS GPA-042-22 DOI-OIA Grant	Siemens	Ongoing	-Request to add project to existing contract with Siemens was approved by OIA on Sept. 27, 2024. -GPA received instruction from USDOI to submit extension request on 6/28/25. -DOI informs GPA that extension cannot be granted. GPA notified to drawdown expenses to date. -GPA drawdown environmental study expenses and continues grant closeout.	-GPA drawdown complete. Final closeout report due Jan. 28, 2026.
Renewable Energy Contracts Management	VAT	Phase I - Clean Capital (25.65 MW PV in Dandan) Phase II - KEPCO Mangilao Solar (60 MW with 32 MW/32 MWh BESS in Mangilao)	GPA-027-11 (Phase I) GPA-070-16 (Phase II)	Phase I - Clean Capital Phase II - KEPCO Mangilao Solar	Pending	-NRG achieved COD - Oct. 30, 2015 -KEPCO achieved COD - Jun. 30, 2022	-Continued routine monitoring of system performance and energy production. -Confirmed that billing, reporting, and contractual obligations remain on track. -Ramp-rate success calculation for CY1 - CY3 is pending verification of events exceeding 3 MW and the receipt of KMS interval data for the period February 1 to June 21, 2025. -The curtailment verification calculation for KMS during Ukudu testing is in progress, with logs provided by KMS and confirmed by PSCC.
Renewable Energy Resource Phase IV - KEPCO (Construction Management)	VAT	132 MW PV with 60 MW/260 MWh BESS in Yona	MS GPA-012-23	KES Yona Solar, LLC	Feb. 28, 2028	-Awarded contract to KEPCO Consortium. -Preliminary design for interconnection facilities submittals (T-Line & Substation): 30%, 60%. -Package 4 (Apra-Piti) Permit Set submitted to DPW.	-Design review continues for: T-line upgrades (Apra-Piti), Substation Gantry Assembly, SCADA Drawings, Blackstart Operation Methodology, Piti Substation modification.
Sensor Data Analytics Demonstration	MAG	Develop a cloud-based, real-time and predictive grid behavior modeling tool with advanced, user-friendly, graphical depictions of the health of the grid.	Dept. of Energy Grant	PXiSE/PNNL/NREL	Sept. 30, 2027	-Project kick-off meeting for Guam Power Authority (DE-OE0000987, FOA3127) with DOE - OE was held on Mar. 20, 2025. -Revised project management plan, reflecting updates to the project schedule was approved by DOE - OE on Mar. 25, 2025. -The Financial Report (SF425) and the Research Performance Progress Report for the quarter were completed and uploaded on Apr. 30, 2025 and July 30, 2025. -NREL SPPA, FIA-25-32624-0 was fully executed on 8/8/25. -PNNP SPPA, 83844 SPP Agreement was fully executed on 8/27/25. -Updated PMP and Budget justification were submitted on Nov. 4, 2025. -Formal request letter for no-cost extension (Jan. 17, 2027 - Nov. 30, 2028) was submitted to DOE on Nov. 5, 2025. -Updated Project Management Plan (PMP) incorporating Methods of Verification, Metric Justifications, and State-of-the-Art Baselines for each milestone; with expanded and more granular performance metrics and the open-source release justification was submitted for approval on December 11, 2025.	-The multiparty NDA covering GPA, NREL, PNNL (Battelle), PXiSE, and Enerzinx under DOE FOA-0003127 has been fully executed on 12/17/2025, enabling secure exchange of proprietary and protected data and supporting active technical collaboration for the GMAS project. -Updated Project Management Plan (PMP) incorporating Methods of Verification, Metric Justifications, and State-of-the-Art Baselines for each milestone; with expanded and more granular performance metrics and the open-source release justification was submitted for approval on December 11, 2025. -Amended OP 34400 to match the Total NREL Cost with the FIA-25-32624-0 was approved and acknowledged by NREL on 12/17/2025. -Amended OP 34401 with revised verbiage was approved and acknowledged by PNNL on 12/24/2025.
						-The multiparty NDA covering GPA, NREL, PNNL (Battelle), PXiSE, and Enerzinx under DOE FOA-0003127 has been fully executed on 12/17/2025, enabling secure exchange of proprietary and protected data and supporting active technical collaboration for the GMAS project. -Amended OP 34400 to match the Total NREL Cost with the FIA-25-32624-0 was approved and acknowledged by NREL on 12/17/2025. -Amended OP 34401 with revised verbiage was approved and acknowledged by PNNL on 12/24/2025.	

PROJECT ACTIVITIES

DEMAND-SIDE MANAGEMENT & GREEN PROGRAMS

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Modular Microgrid Control (MMC) System Demonstration	MAG	Develop and demonstrate scalable, plug-and-play modular microgrids capable of operating both grid-connected and islanded.	GPA-RFP-25-002	PNNL, NREL	Sept. 30, 2026	-Quarterly Reports - The Financial Report (SF425) and the Research Performance Progress Report were completed and uploaded on Jan. 31, 2025, Apr. 30, 2025 and July 30, 2025. -NREL SPPA, FIA-25-32624-0 was fully executed on 8/8/25. -PNNP SPPA, 82787 SPP Agreement was fully executed on 8/27/25. -Updated PMP and Budget Justification was submitted on 11/4/2025. -Awarded with the ARMOR Grant from Department of the Interior on 11/7/2025. -NREL OP 34411 was awarded and acknowledged on 11/23/2025 while OP 34400 was amended to match the Total NREL Cost with the FIA-25-32624-0. -Amended OP 34412 with revised verbiage was approved and sent to PNNL for acknowledgement.	-Amended OP 34412 with revised verbiage was approved and sent to PNNL for acknowledgement.
ESS Pilot Program and Water Heating Program Rollouts	MAG/VAT	100 Customer ESS Pilot Program Residential and Commerical and Water Heating Rebate Program	Pending	Pending	Pending	-Targets: Develop process map 7/1/25.	-Market research conducted by the Guam Power Authority indicates that both solar thermal and solar photovoltaic (PV) water heating systems remain cost-prohibitive for most residential customers. The analysis found that high upfront costs and long payback periods limit adoption, making these technologies not cost-effective under current market conditions without financial incentives. To address this barrier, GPA is collaborating with the Guam Energy Office (GEO) to explore grant opportunities and funding mechanisms that can buy down the initial installation costs for customers.
DSM Rebate Program	HJC	The DSM Rebate Program is an energy efficiency initiative administered by GPA to incentivize residential and commercial customers to adopt energy-saving technologies. Through this program, eligible customers receive rebates for upgrading to qualified, high-efficiency appliances and systems.	N/A	Xtendly/Guam Webz/Adztech	Continuous	-Processed 1,289 applications for rebates totaling $181,025 for FY2026.	-Processed 466 applications for rebates totaling $115K in December 2025.
Commercial Lighting Rebate Program Rollout	HJC	Internal and Outdoor LED Lighting Programs	Pending	Prosperna & UFS	Q2 2026	-Targets: DLC Membership and API 10/1/2025 -Rebate structure and incentive calculations provided by UFS consultant. -Program launch TBD (estimate Q2 2026)	-SOW reviewed, pending updates with change order quote from vendor: TBD January 2026. -Documents and T&C's being updated: Ongoing. -Online design, UAT, and marketing plan: Ongoing.
Water Heater Controller Pilot Project	HJC	Installation of 100 water heater controller (WHC) units in residential customer homes with a pilot period of 2 to 3 months.	GPA-RFP-24-003	Aquanta	Pending	-Targets: Finalized solution and cost for pilot plan on July 1, 2025. -Vendor provided Guam Business License. -Procurement approved sole source. -OR40632 created 11/13/25. -Launch Pilot program TBD (estimate Q2 2026). -Sole Source approved.	-All requirements provided for OR 40632. -OR 40632 Completed (Status 140-999). -PO being generated.
Licenses and Tools	DSM Team	Procure licenses (My Xpert, Online Rebate Portal), Energy Audit Tools	Pending	Pending	Pending	-Phase 1: Completed May 22, 2023 Pilot -Phase 2: Completed Jul. 23, 2024 Online Energy Audit Program -FY2026 contract and PO obligations closed.	-Contract to expire Jun. 30, 2026 and project closeout. -Pending management decision for renewal of services.

PROJECT ACTIVITIES

FUEL PLANNING & MANAGEMENT

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Bulk Diesel Supply Contract by Oceantanker Deliveries	ANF/LNS	Bulk supply of diesel fuel oil no. 2 by Oceantanker shipments.	MS IFB GPA-040-23	Hyundai Corporation	Feb. 5, 2027	-Contract awarded to Hyundai. Contract term 3-year base period with 2-year extension option. -Current contract status: 2nd-year base period ongoing (2/6/25 - 2/5/26).	-No bulk ULSD shipment for December 2025. -Receiving tanks: TK1907 & TK1935
Bulk RFO Supply Contract by Oceantanker Deliveries	ANF/LNS	Bulk supply of residual fuel oil no. 6 (RFO) by Oceantanker for re-delivery to baseload plants.	MS IFB GPA-050-20	Hyundai Corporation	Aug. 31, 2026	-Contract awarded to Hyundai Corporation. Contract term 3-year base period with 3-year extension option (9/1/20 - 8/31/23). -Contract status: 3-year extension ongoing (9/1/23 - 8/31/26). -GPA received first shipment of 0.2% RFO for Cabras 1 & 2, consent decree compliance in September 2022. -Early compliance w/USEPA Consent Decree. Plant transition from 2.00% HSFO & 1.19% LSFO to 0.20% ULSFO completed Nov. 2022. -Final ULSFO shipment received in October 2025. -ULSFO phasing out to follow in compliance w/USEPA consent decree for the retirement of Cabras 1 & 2 (estimated to be completed on or before April 2026).	-No ULSFO bulk shipment for December 2025. -Receiving tanks: TK1903/1910/1911
Diesel Supply Contract by Roadtanker Deliveries to Various Plants	ANF/LNS	Site Location #1: YCT/YDSL, Site Location #2: DCT/MCT, Site Location #3: Cabras 1 & 2/Piti 7, Site Location #4: MDI/Tal	MS GPA-050-24	Mobil Oil Guam & IP&E Guam	Dec. 31, 2027	-Contracts awarded: 3-year base period with 2-year extension option (1/1/25 - 12/31/27). Sites 1, 3, 4 awarded to Mobil Oil Guam. Site 2 awarded to IP&E Guam. -Current contract status: 1st-year base period completed (1/1/25 - 12/31/25). -2nd-year base period to follow (1/1/26 - 12/31/26).	-Continued roadtanker deliveries for site locations 1-4 on an "as needed" basis.
Diesel Supply Contract by Roadtanker Deliveries to WSD & GWA	ANF/LNS	Supply of diesel fuel oil to GPA water systems distribution (WSD) & GWA emergency generators.	MS IFB GPA-012-22	Morrico Equipment	Sept. 30, 2027	-Contract awarded to Morrico Equipment. Contract term 3-year base period (10/1/22 - 9/30/25) with 2-year extension option (10/1/25 - 9/30/27). -Current contract status: 3rd-year of the 3-year base period completed. -1st-year of the 2-year extension period to follow (10/1/25 - 9/30/26).	-Continued the ULSD supply requirements for the various WSD & GWA generator site locations by roadtanker deliveries.
GPA Fuel Farm PMC Contract	ANF/LNS	Management, Operation and Maintenance of the Bulk Fuel Storage Facility.	MS IFB GPA-015-22	Supreme Group Guam LLC	Sept. 30, 2026	-Contract awarded to Supreme Group LLC. Contract term 3-year base period with 2-year extension option (10/1/23 - 9/30/26). -Current contract status: 2nd-year of the 3-year base period completed. -3rd-year base period in progress (10/1/25 - 9/30/26). -Commissioned the pipeline infrastructure for ULSD delivery to Piti 7/8/9 on July 2022. -Commissioned the pipeline infrastructure for ULSD delivery to GUP on November 2024.	-Continued ULSFO & ULSD supply requirements of the plants by pipeline transfer. -Ongoing negotiation w/Supreme for the possible 2-year contract extension.
RFO Inspection & Testing Contract	ANF/LNS	RFO quantity and quality determination by independent third-party inspector (physical survey & laboratory testing).	MS IFB GPA-016-23	Intertek Testing Services Guam	May 31, 2027	-Contract awarded to Intertek Testing Services Guam. -Completed 2-year base period. Contract extended for 2 years (6/1/25 - 5/31/27). -Contract status: 1st of 2-year extension period in progress (6/1/25 - 5/31/26).	-No ULSFO bulk shipment for December 2025. -Receiving tanks: TK1903/1910/1911
Diesel Inspection Testing Contract	ANF/LNS	Diesel quantity and quality determination by independent third-party inspection (physical survey & laboratory testing).	MS IFB GPA-046-21	Intertek Testing Services Guam	Nov. 30, 2026	-Contract awarded to Intertek Testing Services Guam. Contract term 3-year base period (12/1/21 - 11/30/24) with 2-year extension option (12/1/24 - 11/30/26). -3-year base period completed. 2-year extension period in progress (12/1/24 - 11/30/26). -Contract status: 1st year of 2-year extension period completed (12/1/24 - 11/30/25). -2nd-year of 2-year extension period to follow (12/1/25 - 11/30/26).	-No bulk ULSD shipment for December 2025. -Receiving tanks: TK1907 & TK1935. -No bulk ULSD transfer from TK1907 to TK1935. -Product quality re-certification: None

PROJECT ACTIVITIES

FUEL PLANNING & MANAGEMENT

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
F-1 Dock Use Agreement	ANF/LNS	Pier Facility & Logistics services required for receiving petroleum cargo shipments for GPA and other related transfer operations.	TTGI-DA-2013	Tristar Terminals Guam, Inc.	Mar. 31, 2026	-Original term (9/1/13 - 8/31/18) completed. -4-year renewal (9/1/18 - 3/31/23) completed. -3-year renewal (4/1/23 - 3/31/26) in progress. -Current contract status: 3rd year of the 3-year renewal (4/1/25 - 3/31/26) in progress. -Negotiation w/TTGI for the extension of the agreement beyond 3/31/26 in progress (necessary for the uninterrupted use of the F-1 Dock Facility for receiving petroleum cargo shipments for GPA). TTGI awaiting the extension of the F-1 Dock Management contract w/PAG beyond 3/31/26. Contract renewal period between TTGI and PAG will be the extension period for the agreement between TTGI and GPA.	-No ULSFO bulk shipment for December 2025. -Receiving tanks: TK1903/1910/1911 -No ULSD bulk shipment for December 2025. -Receiving tanks: TK1907/1935
RFO Storage Lease Agreement	ANF/LNS	Storage Facility & Logistics services required for receiving RFO cargo shipments for GPA and other related transfer operations.	TTGI-SA-2013	Tristar Terminals Guam, Inc.	Aug. 31, 2026	-Original term (9/1/13 - 8/31/18) completed. -4-year renewal (9/1/18 - 8/31/22) completed. -3-year renewal (9/1/22 - 8/31/25) completed. -1-year renewal (9/1/25 - 8/31/26) in progress. -Contract extension through 8/31/26 approved through CCU Resolution 2025-15 & PUC Order 25-11. -Last shipment of ULSFO received in Oct. 2025. -TK1910 & TK1911 ULSFO drain down completed. TO be emptied prior to lease termination on 1/31/26. -TK1903 product drain down in progress.	-Continued delivery of ULSFO to Cabras 1 & 2 by pipeline transfer. -Continuing discussion w/P&R for the decommissioning of the Cabras 1 & 2 plant, to include the emptying of the storage tanks for the phasing out of the RFO.
RFO Pipeline Lease Agreement	ANF/LNS	Pipeline Facility & Logistics services required for receiving RFO cargo shipments for GPA and other related transfer operations.	TTGI-PA-2013	Tristar Terminals Guam, Inc.	Aug. 31, 2026	-Original term (9/1/13 - 8/31/18) completed. -4-year renewal (9/1/18 - 8/31/22) completed. -3-year renewal (9/1/22 - 8/31/25) completed. -1-year renewal (9/1/25 - 8/31/26) in progress. -Contract extension through 8/31/26 approved through CCU Resolution 2025-15 & PUC Order 25-11. -Last bulk RFO shipment received in Oct. 2025.	-Continued delivery of ULSFO to Cabras 1 & 2. -Continuing discussion w/P&R for the decommissioning of the Cabras 1 & 2 plant, to include the emptying of the storage tanks for the phasing out of the RFO.
Diesel Storage Lease Agreement	ANF/LNS	Facility & services required for receiving petroleum cargo shipments for GPA and other related transfer operations.	TTGI-SA-2018-01	Tristar Terminals Guam, Inc.	Jun. 30, 2026	-Original term (1/19/19 - 12/31/22) completed. -2-year renewal (1/1/23 - 6/30/24) completed. -2-year renewal (7/1/24 - 6/30/26) ongoing. Approved through CCU Resolution 2025-15 & PUC Order 25-11. -Contract status: 2nd year of 2-year contract extension (7/1/25 - 6/30/26) in progress. -For lease renewal re-negotiation w/TTGI.	-No bulk ULSD shipment for December 2025. -TTGI receiving tank: 1907 -No ULSD transfer from TK1907 to TK1935. -Continued delivery of ULSD to Tenjo Vista by pipeline transfer.
TK 1934 & TK 1935 Refurbishment Project	ANF/LNS	Tank 1934 & Tank 1935 API 653 internal inspection and repairs.	IFB GPA-028-19	Tristar Agility	Jun. 2024 (TK1935) Dec. 2025 (TK1934)	-Implementation in progress. TK 1935 completed. Turned over by Project Management 7/31/24. -Tank insurance secured by Finance 9/4/24. -Commissioned TK 1935 on 9/6/24. -TK 1934 refurbishment in progress. NDT inspection completed, waiting for repair schedule from TTGI. Anticipated project completion and return to service moved from December 2025 to June 2026.	-TK 1935: Delivered ULSD to Piti 7/8/9. -TK 1934: None.
TK 1934 & TK 1935 Refurbishment Project	ANF/LNS	Oil-Water Separator (OWS) upgrade.	IFB GPA-028-19	Tristar Agility	Oct. 2025	-Turned over by Project Management 7/31/24. -Found leak during August 2024 testing. Leak repaired in Mar. 2025 and tested with no indication of further leak.	-No updates.
TK 1934 & TK 1935 Refurbishment Project	ANF/LNS	Bulk Fuel Farm Leak Detection System (LDS) Upgrade	IFB GPA-028-19	Tristar Agility	Oct. 2025	-Project lead: Engineering Project Mgt, Scope included in TK 1934 & TK 1935 API 653 Internal Inspection and Refurbishment. -Implementation in progress.	-Weekly meeting with Project Mgt & Contractor.

PROJECT ACTIVITIES

FUEL PLANNING & MANAGEMENT

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Quick Flash Tanks for TK 1934 & TK 1935	LNS	Fuel Farm CIP - Efficient System for Water Draw Off & Product Recovery	N/A	N/A	Jan. 31, 2026	-Review of proposed projects for the facility. -Monitoring of project implementation. -Inspection of completed projects.	-No updates.
Fuel Inventory Tracking	ANF/LNS	Fuel inventory tracking for plant consumption monitoring & fuel shipment planning.	N/A	N/A	Continuous	-Daily fuel inventory tracking. -Weekly and monthly inventory report submittal. -Historical fuel inventory with trend charts.	-Updated the inventory tracking for ULSD & ULSFO. -Sent updated report to the GM and other recipients.
Fuel Budget & Expense Tracking	ANF/LNS	Tracking of Fuel Budget & Expenses	N/A	N/A	Continuous	-Daily fuel invoice recording. -Daily fuel expense tracking. -Monthly budget and expense report.	-Updated the fuel budget and expense report for December 2025.
Bulk Fuel Farm Facility Monitoring & Inspection	LNS	Bulk Fuel Farm Facility Management Oversight	N/A	N/A	Continuous	-Facility operation monitoring. -Random facility physical inspection. -Monthly facility meetings.	-Physical inspection of the facility. -Completed the Facility Inspection Report for December 2025.
Post-Disaster Supply of Fuel to GPA/GWA	LNS	Post-disaster supply of fuel to GPA and GWA employee POV's to ensure uninterrupted services during the restoration period.	N/A	N/A	Continuous	-Letter was sent to Mobil and IP&E requesting assistance to provide access for authorized GPA & GWA employees at the gas station for refueling POV's to ensure uninterrupted services during the disaster recovery period. -Mobil declined to enter into a MOU due to uncertanties during and after a disaster. Instead, they expressed support to assist GPA depending on the availability of their resources after the disaster. -IP&E positively responded to the request. Discussion for possible MOU in progress.	-No updates.
LEAC/Fuel Projections	BSN	Fuel consumption forecasting for LEAC and fuel planning.	N/A	N/A	Continuous	-Fuel consumption and economic dispatch forecast. -Daily fuel price reports with trend charts. -LNG study. -Renewable diesel study. -Fuel forecast for February 2025 - September 2027 was prepared. -Fuel forecast of the scenario with no Ukudu testing until October 15th was prepared. -LEAC generation forecast for the perior of February 2026 - July 2026 was prepared on Nov. 14, 2025.	-No updates.
Temporary Power Emergency Procurement	BSN/FJI	Supply of 20 MW temporary electric power service to GPA's grid under a lease agreement including operations and maintenance.	Pending	Aggreko International Projects Limited	Jul. 17, 2026	-Site visit 12/15/23. -All 24 gensets arrived 6/3/24. -Commercial operation date 7/18/24. -33 kV Ormazabal Switchgear arrived on 5/12/25. -Aggreko cyber security plan has been submitted and reviewed by GPA IT. -Spare T-body connector kits for the 33 kV Ormazabal Switchgear replacement has arrived on island. Installation pending coordiantion with Aggreko and PSCC. -Samples of DEF were taken to determine if the DEF storage tanks require cleaning.	-No updates.
GUP Truckloading/Gantry Facility Management Contract	BSN/FJI	Management, Operation & Maintenance of the GUP Truckloading and Gantry Facility.	Pending	Pending	FY2025 - FY2026	-Solicitation for the management, operation and maintenance of the facility is estimated to start Sept. 2025, after the completion and turn-over of facility to GPA. -Tanker truck access with actual vehicle tested but failed. -RFI response regarding road modification provided to GUP on 8/19/25. -Summary of road modification and fuel loading arm proposals submitted to AGMO and GM for review and approval.	-Sole source procurement pending submittal of official quote from GUP.

PROJECT ACTIVITIES

SYSTEM & SMART GRID PLANNING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Outage Management System	RAC/CNC	Upgrade, integration and training for Milsoft Outage Management System Software	GPA-RFP-24-010	Milsoft	Continuous	-Milsoft will provide an in-house solution. Saved money.	-No updates.
Engineering Analysis	CNC	Upgrade, integration and training for Milsoft WindMil (Engineering Analysis) and WindMilMap (Geographic Circuit Model Editing) Software.	GPA-RFP-24-009	Milsoft	Continuous	-Completed WindMil training June 2025.	-No updates.
Tier I Network Communications	CNC	Provide fiber maintenance, installation, replacement to maintain and expand GPA fiber connections, Developing Fiber Connection SOP.	Pending	Pending	TBD	-Completed In the stage of Peer review of the Scope of Work. -Completed RFP document -Completed the connection of Talofofo Diesel Meters -Connected Fiber from Dededo Supply Warehouse to T&D admin building -Transferred the following Remote Buildings from ISP to GPA Fiber -Yigo Substation -Marbo Substation -Dededo CT -T&D Admin -Transferred the following Remote Buildings from ISP to GPA Fiber -Macheche Substation -Harmon Substation -Macheche CT -Tumon Substation -Tamuning Substation -San Vitores Substation -GAA Substation -GIAT Substation -Transportation	-No updates.
Mobile Workforce Management Software	CNC	Upgrade and training for Clevest Mobile Workforce Management Software	GPA-RFP-22-006	Pending	TBD	-Completed troubleshooting training for IT.	-No updates.
Street View Mapping GIS	CNC	Capturing visual data of assets using 360 cameras	Pending	Pending	TBD	-Price quote completed. -High-End PCs received.	-No updates.

PROJECT ACTIVITIES

SYSTEM & SMART GRID PLANNING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Tier II Network Communications	CNC	Equipment and software for GPA's Tier II Wireless Mesh Network/Upgrade and training for Hitachi Wireless Mesh Network.	GPA-RFP-24-011/GPA-RFP-24-012/GPA-RFP-19-010	Pending	Continuous	-Testing SIM card router communication complete. -New installation of 14 refurbished routers in Umatac. -Installed new metal post and router at Apra Heights Substation. -Upgraded and replaced Dededo Supply Warehouse gateway. -Installation of FY2026 recloser in Inarajan. -Updated 400 out of 413 - 7320 routers from firmware 8.5.2 to 8.5.4. -Updated 400 out of 413 - 7320 routers from firmware 8.5.4 to 8.5.4.2. -Updated 50 out of 140 - 6420 routers from firmware 8.7.1.8 to 8.9.4.9. -Updated 50 out of 140 - 6420 routers from firmware 8.9.4.9 to 8.9.6. -Updated 50 out of 140 - 6420 routers from firmware 8.9.6 to 8.9.7. -Updated 410 EA 7320 router firmware. -Upgraded Power Supply to Ceraun •Dededo Supply Warehouse •T&D Admin Building •Julale •Manenggon PowerPlant •Fadian Tropos002	-Updated 10 EA 7320 router firmware. -Submitted WO 528735 FY2026 - Recloser 2. -Working with T&D Relay and Engineering Substations in the wireless communications for new Omnirupters. -Upgraded Power Supply to Ceraun •Dededo Supply Warehouse •T&D Admin Building
Solar Wraps	CNC	Provide streetlight solar wraps to remote locations and power on Tier II routers on new power poles.	N/A	JMI Edison	Continuous	-Received solar wraps and fixtures.	-No updates.
iDashboard	CNC	Provide dashboards to build and view data	N/A	N/A	Continuous	-Paid for licenses through end of FY2027.	-No updates.
Broadband Feasibility Study	CNC	Conduct a study to determine what GPA needs to expand broadband network and develop data centers.	Grant	N/A	Continuous	-Note: 2-year time period starting June 11, 2025 to June 11, 2027. -RFP is complete.	-No updates.
Cyber-Security and SCADA	JUM	SCADA devices training and CyberSecurity Services	GPA-RFP-22-007	Closed Loop Communications	Continuous	-Site visit completed and report submitted by vendor. -Training videos completed and submitted by vendor.	-New Task Order for FY2026 Finalized. PO amendment ongoing.
Engineering Studies	JUM	Consulting services for studies related to GPA's generation, transmission and distrubution systems.	GPA-RFP-25-002	Pending	Continuous	-RFP announced Feb. 18, 2025, closed Apr. 29, 2025. -Proposals reviewed. -Price proposals reviewed. -Recommendation of award completed.	-Revised recommendation of award memo submitted.
Home Area Network	JUM	Testing and implementation of Home Energy Management devices that enable customers to view real time consumption data.	N/A	N/A	Continuous	-Purchased and received 100 EA devices. -SOW for customer pilot program completed.	-Testing ongoing for 0kW reporting when connected to G5 Integrated AXei E332/E352 meter. -Continuously configure and add devices to participating GPA personnel. -RFP documents finalized - pending upper management approval.

PROJECT ACTIVITIES

SYSTEM & SMART GRID PLANNING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Revenue Meter Reading	JUM	Upgrade and training for MV90 software used for downloading substation and generator meter data, integrate into MDMS.	GPA-RFP-24-015	Pending	Continuous	-RFP documentation and negotiations completed. -Recommendation of award completed. -FY26 purchase order for MV90 annual maintenance completed.	-Contract review by GPA legal and end users competed. Markups sent to vendor for their review. -Pending schedule for updated BAFO review.
Smart Grid Analytics	JUM	Upgrade, training and studies for Landis + Gyr Advanced Grid Analytics Software	GPA-RFP-24-013	Pending	Continuous	-Studies completed. -Test environment servers created. -Recommendation of award completed.	-Contract review by GPA legal and end users competed.
Eportal	JUM	Upgrade, integration and training for Smartworks Customer Connect System	GPA-RFP-25-003	Pending	Continuous	-E-Portal mapped to MDMS's new PostGres Server. -MyEnergy update completed. -Committee recommendation of award completed.	-Contract with vendor markups received from PMM office.
Meter Data Management	JUM	Upgrade, integration and training for Smartworks Compass System Software	GPA-RFP-25-001	Pending	Continuous	-Under previous contract (GPA-RFP-19-007) which expired on Feb. 28, 2025: -PostGres Database migration complete. -PostGres version is in production.	-Contract negotiations ongoing – PMM office is handling communications with GPA legal.
Photovoltaic Monitoring	JUM	PV Monitoring Solar Irradiance Sensor	N/A	N/A	TBD	-Purchase order awarded. -Devices received.	-Devices received.
Tier III Network Communications	JUM	Equipment, support and training for GPA's Landis + Gyr Advanced Meter Infrastructure System/Upgrade and training for Landis + Gyr software and system.	GPA-RFP-24-006/GPA-RFP-24-008	Pending	Continuous	-FY2025 & FY2026 - replaced 36 EA L+G routers. -New enhanced Mesh Network Series 5 Routers ordered and received via PO 32876. -In-office upgrade and testing of new enhanced Mesh Network Series 5 Routers.	-Developing specifications and design for AMI Gateway installations. -Continuous: Upgrade Tier III routers and set WAN addresses. -Finalized WO#529859 9 EA L+G Tier III Router replacements.
Distribution Automation	JUM	Pending	Pending	Pending	Continuous	-Configured Tier II TRO670 for wireless communications. -Wirelessly access FLR through Tier II communications. -Added 3 FLTs on FLR device.	-No updates.
Long Range Transmission Study	JUM	Pending	Pending	Pending	Continuous	-Deliverable 1 - Planning framework. -Deliverable 2 - Data management and network modeling. -Deliverable 3 - EMT modeling training (part 1).	-No updates.
Advanced Metering Infrastructure	JUM	Software Support for GPA's Landis+Gyr Advanced Meter Infrastructure System / Upgrade and Training for Landis+Gyr Software and System	GPA-RFP-24-008	Pending	Continuous	-Committee recommendation of award completed.	-Committee price validation review completed.

PROJECT ACTIVITIES

STRATEGIC PLANNING & ENERGY CONTRACTING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Integrated Resource Plan	NGA/JTL /MNM	Develop generation expansion and strategic plans for the IRP.	Pending	Pending	Continuous	-Contract in place for the upgrade and licensing of Utility Resource Software to support the IRP, Jan. 1, 2025. -Initial URS database transfer completed. -Final load forecast report received and under review. (Includes data centers and Camp Blaz expansion)	-Portfolio Optimization and Special Topics training ongoing.
MEC Piti 8 & 9 - O&M and Recapitalization Projects	JTL	O&M contract management for the Piti 8 & 9 power plants.	N/A	Marianas Energy Company	Jan. 28, 2029	-Contract extension commenced 1/29/24. Recapitalization Projects reconciled and monthly payment amount adjusted. -Review of 2022 and 2023 performance tests completed. 2024 performance test deferred. -2025 major overhaul of Piti 8 & 9 completed April and May 2025. -2025 annual plant performance test completed.	-Inspection of completed Recapitalization Projects are ongoing. -Preparation for the determination of penalty fees ongoing. -Continued follow up of Typhoon Mawar repairs. -Processing of invoices for O&M, recapitalization, cylinder oil, emulsifier, waste oil hauling, and Typhoon Mawar repairs are ongoing. -2025 CIP/PIP projects final work ongoing. -2026 CIP/PIP projects in progress and ongoing.
Power System Analyses and Studies	JTL	Phase IV System Impact Study, Mitigation Solutions Study (GFM BESS, Synchronous Condenser).	GPA RFP-19-001	S&C Electric Company	Sept. 30, 2025	-Contract extended for two years, to expire Jan. 20, 2025. -Contract extended additional year to complete recommended mitigation requirements for BESS and synchronous condenser, to expire Jan. 20, 2026. -Transmission System Impact Study completed. -Amendment III, Distribution System Impact Study, for PEC and Power Solutions PV/BESS interconnection point created. -PO Amendment IV created for expanded scope of work for the ongoing System Impact Study. -Distribution System Impact Study completed. -Synchronous Condenser and BESS Integration Study completed.	-No updates.
Renewable Energy Resource Phase IV - Core Tech	JTL	Bid acquisition and contract negotiations for 60 MW PV with 30 MW/120 MWh BESS in Ukudu.	MS GPA-012-23	Core Tech International	Pending	-Resolution FY2024-29, CCU authorizes GPA to petition PUC for the award of Phase IV Renewable Acquisition Bid. (KEPCO-EWP-Samsung C&D Consortium and Core Tech Solar Energy, LLC) -PUC conditional approval for GPA Docket No. 26-02 issued October 30, 2025.	-REPA submitted to AG for review and approval, October 29, 2025. -Contract reviewed and approved by OAG. -Coordinated next steps with procurement and legal counsel. -Procurement requested OAG to submit the appropriate forms to complete the review process.

PROJECT ACTIVITIES

STRATEGIC PLANNING & ENERGY CONTRACTING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Renewable Energy Resource Phase IV - Mojave	JTL	Bid acquisition and contract negotiations for 60 MW PV with 30 MW/121.4 MWh BESS in Inarajan.	MS GPA-012-23	Mojave Marianas LLC	Pending		-Contract negotiations with Mojave are ongoing. -Bidder submitted a letter August 15, 2025 to the General Manager again requesting to allow their price adder, which was previously made clear in a letter to Mojave, that GPA could not accept. The most recent letter to the General Manager was accompanied by a legal opinion from their attorney, which is under review by GPA legal counsel. -Continued legal counsel dialogue, with the latest being the proposed option for 34.5kV connection since Hanwha project is no longer. Pending a response from the bidder and/or their legal counsel after several clarifications.
Renewable Energy Resource Phase IV - PEC	JTL	Bid acquisition and contract negotiations for 20 MW PV with 11 MW/66 MWh BESS (total) in Harmon, Malojloj, Pulantat, Barrigada.	MS GPA-012-23	PEC & LMS	Pending	-Apr. 16, 2025 issued the results of the Distribution SIS Final Report. -Contracts approved for submission to PUC by CCU 8/4/25 under Resolution 2025-22. -PUC GPA Docket 25-16 approved 8/28/25. -OAG REPA/IA approval confirmed by GPA Legal Counsel 12-23-25.	-Contract reviewed and approved by OAG. -Coordinated next steps with procurement and legal counsel. -Procurement requested OAG to submit the appropriate forms to complete the review process.
Renwable Energy Resource Phase IV - Power Solutions	JTL	Bid acquisition and contract negotiations for 61.6 MW PV with 35.5 MW/209 MWh BESS (total) in Dededo, Yigo.	MS GPA-012-23	Power Solutions and SK	Pending	-Apr. 16, 2025 issued the results of the Distribution SIS Final Report.	-Continue to follow up with bidder status. -Bidder received Executive and Legislative approval for the use of CLTC property, golf course location, as the proposed site for solar farm.
Utility Resource Planning Software	JTL	Software for generation expansion planning and fuel consumption forecasts.	GPA RFP-22-004	Hitachi Energy USA, Inc.	Dec. 31, 2029	-Technical proposals evaluated August 2022, best and final offer received. Contract finalized and reviewed by OAG. -5-year base contract awarded to Hitachi Energy USA, Inc. Start and est. completion (1/1/25 - 12/31/29). -Server licenses acquired; Software installation completed; and Upgraded Database uploaded.	-Portfolio Optimization and Special Topics training ongoing.
Standby Generator & Automatic Transfer Switch for Talafofo ESS	JTL	Construction and installation of standby generator and automatic transfer switch at the Talafofo ESS site.	Pending	Pending	FY2026		-Bid document updates required. -Project funded under Engineering CIP's.

PROJECT ACTIVITIES

STRATEGIC PLANNING & ENERGY CONTRACTING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Piti 8 & 9 Performance Management Contract (PMC)	JTL	Bid acquisition for Piti 8 & 9 Performance Management Contract (PMC).	Pending	Pending	Pending	-PUC approved ECA contract extension 3/30/23. -PO Amendment II provides 5-year ECA contract extension, January 2024 to January 2029.	-No updates.
Energy Storage System (Phase I)	MNM	O&M contract management for the Agana and Talafofo ESS sites.	MS Bid GPA-082-15	SJ Dooall	Feb. 28, 2046	-Annual maintenance completed Jul/Aug 2023. -Novation Agreement to transfer contract to SJ Dooall signed Feb. 1, 2024. -As of Feb. 28, 2025, completed year 4 of 25 year O&M contract.	-Weekly, monthly, quarterly and half-yearly maintenance inspections for Agana and Talofofo ESS sites are ongoing. -Review of daily, weekly, monthly, quarterly, half-yearly, annual reports are ongoing. -Coordination and inspections of equipment repairs are ongoing. -Coordination of Talofofo ESS peak-shifting operation to support load-shedding prevention is ongoing. -Reviewing for over-yearly maintenance inspections and test procedures for major equipment (Transformers and Switchgear).
Stand Alone Energy Storage System (Phase II)	MNM	Stand Alone Energy Storage System to support the Phase IV Solar Projects as recommended in the System Impact Study.	Pending	Pending	Pending	-GPA Resolution No. 2025-19 approved by the CCU (May 27, 2025). -PUC Docket 25-15 approved 8/28/25.	-Requisition created and bid documents uploaded to JDE. -Continued contract final version review by GPA Legal Counsel.
Wind Turbine MOA Procurements for DOAG	MNM	Procurements for Dept. of Agriculture in lieu of land lease fees for the wind turbine site.	N/A	N/A	Continuos	-Truck repairs by GPA transportation completed. -Procurement of laptop completed.	-Revised amendment to MOA to be considered by legal counsel. Extension requirements to be updated within DOAG document.
GPA-NREL H2 for LDES Demonstration	MNM	U.S. Dept. of Energy funded long duration energy storage for resilience demonstration project, hosted by NREL Flatirons Campus.	N/A	N/A	Continuos		-Data clarification ongoing between NREL and GPA.

CCU Report- DSM

December 31, 2025

All Expenses – Fiscal Year

Description	FY16-FY20	FY21	FY22	FY23	FY24	FY25	FY26	Total to Date
Regular/OT Pay	$ 157,845	$ 162,395	$ 126,711	$ 71,213	$ 102,440	$ 111,748	$ 22,469	$ 754,821
Other Contractual	$ 221,291	$ 107,855	$ 201,200	$ 167,538	$ 527,916	$ 666,473	$ 277,827	$ 2,170,099
Ads & Radio Announcements	$ 9,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000
Paid Rebates-Split AC	$ 4,904,451	$ 1,855,550	$ 1,579,649	$ 1,306,345	$ 998,125	$ 1,528,625	$ 168,225	$ 12,340,970
Paid Rebates- Central AC	$ 24,900	$ 3,900	$ 9,500	$ 1,650	$ 1,800	$ 1,200	$ 800	$ 43,750
Paid Rebates- Washer/Dryer	$ 269,228	$ 134,497	$ 159,250	$ 89,450	$ 54,000	$ 115,000	$ 12,000	$ 833,425
Paid Rebates-Split AC (Commercial)			$ 7,300	$ 7,650	$ 107,400	$ 145,100	$ -	$ 267,450
Paid Rebates- Central AC (Commercial)				$ 1,000	$ 2,550	$ 17,100	$ -	$ 20,650
Comm'l Package Air Cond				$ 1,150	$ 13,850	$ 2,300	$ -	$ 17,300
Comm'l VRF Air Conditioner				$ 2,450	$ -	$ -	$ -	$ 2,450
Total Expenses	**$5,586,715**	**$2,264,197**	**$2,083,611**	**$1,648,446**	**$1,808,081**	**$2,587,545**	**$ 481,321**	**$16,459,916**

DSM Online Report

ONLINE COUNTS

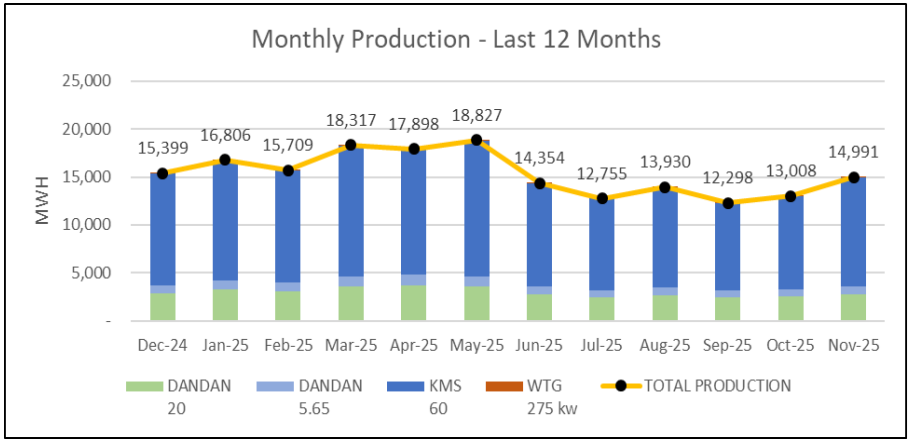
Month	ALL			COMMERCIAL			RESIDENTIAL		
	Applications	Equipment	Rebates	Applications	Equipment	Rebates	Applications	Equipment	Rebates
FY-2022*	**696**	**983**	**$ 196,075**	**7**	**12**	**$ 1,950**	**689**	**971**	**$ 194,125**
FY-2023	**5,721**	**8,007**	**$ 1,621,850**	**67**	**101**	**$ 19,350**	**5,654**	**7,906**	**$ 1,602,500**
FY-2024	**5,304**	**7,494**	**$ 1,522,600**	**81**	**116**	**$ 34,400**	**5,223**	**7,378**	**$ 1,488,200**
FY-2025	**5,527**	**7,673**	**$ 1,555,625**	**72**	**105**	**$ 27,400**	**5,455**	**7,568**	**$ 1,528,225**
Oct-25	437	595	$ 117,850	8	10	$ 1,850	429	585	$ 116,000
Nov-25	402	524	$ 105,075	7	11	$ 1,450	395	513	$ 103,625
Dec-25	466	588	$ 115,750	5	5	$ 1,150	461	583	$ 114,600
Jan-26	-	-	$ -						
Feb-26	-	-	$ -						
Mar-26	-	-	$ -						
Apr-26	-	-	$ -						
May-26	-	-	$ -						
Jun-26	-	-	$ -						
Jul-26	-	-	$ -						
Aug-26	-	-	$ -						
Sep-26	-	-	$ -						
TOTAL	**18,553**	**25,864**	**$ 5,234,825**	**247**	**360**	**$ 87,550**	**18,306**	**25,504**	**$ 5,147,275**
Monthly Averages (FY25)	**460.58**	**639**	**$ 129,635**	**6**	**9**	**$ 2,283**	**455**	**631**	**127,352**

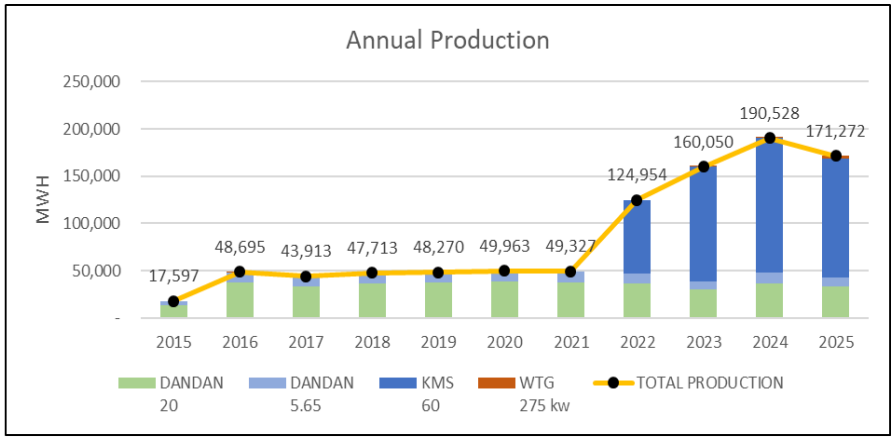
** DSM Online went live on 8/17/22. FY2022 Figures are from 8/17/2022 to 9/30/2022 only.*
Large Commercial, Government, Prepaid, and Inactive accounts are still tracked and processed manually.
Paper applications are NOT INCLUDED with these counts. Includes denied and pending applications.

Renewable Energy Production CCU Report

December 31, 2025

Renewable Energy Charts





Renewable Energy Table

Monthly Renewable Production - Last 12 Months (LTM)

Date	DANDAN 20	DANDAN 5.65	KMS 60	WTG 275 kw	TOTAL PRODUCTION
Dec-24	2,842	827	11,665	65	15,399
Jan-25	3,233	948	12,563	62	16,806
Feb-25	3,106	911	11,623	70	15,709
Mar-25	3,577	1,058	13,644	38	18,317
Apr-25	3,730	1,072	13,075	20	17,898
May-25	3,573	1,048	14,166	40	18,827
Jun-25	2,775	814	10,750	15	14,354
Jul-25	2,490	738	9,507	20	12,755
Aug-25	2,703	792	10,421	13	13,930
Sep-25	2,426	700	9,162	10	12,298
Oct-25	2,553	758	9,696	1	13,008
Nov-25	2,793	823	11,374	1	14,991
Total	**35,802**	**10,489**	**137,644**	**355**	**184,291**

Annual Renewable Production

Date	DANDAN 20	DANDAN 5.65	KMS 60	WTG 275 kw	TOTAL PRODUCTION
2015	13,522	4,074	-	-	17,597
2016	37,037	11,184	-	474	48,695
2017	33,472	9,983	-	457	43,913
2018	36,158	11,228	-	327	47,713
2019	37,247	10,792	-	231	48,270
2020	38,250	11,394	-	320	49,963
2021	37,841	11,485	-	-	49,327
2022	35,849	10,883	78,223	-	124,954
2023	29,579	9,258	121,137	76	160,050
2024	36,689	10,797	142,835	207	190,528
2025	32,960	9,662	125,980	2,670	171,272
Total	**368,605**	**110,741**	**468,174**	**4,762**	**952,282**

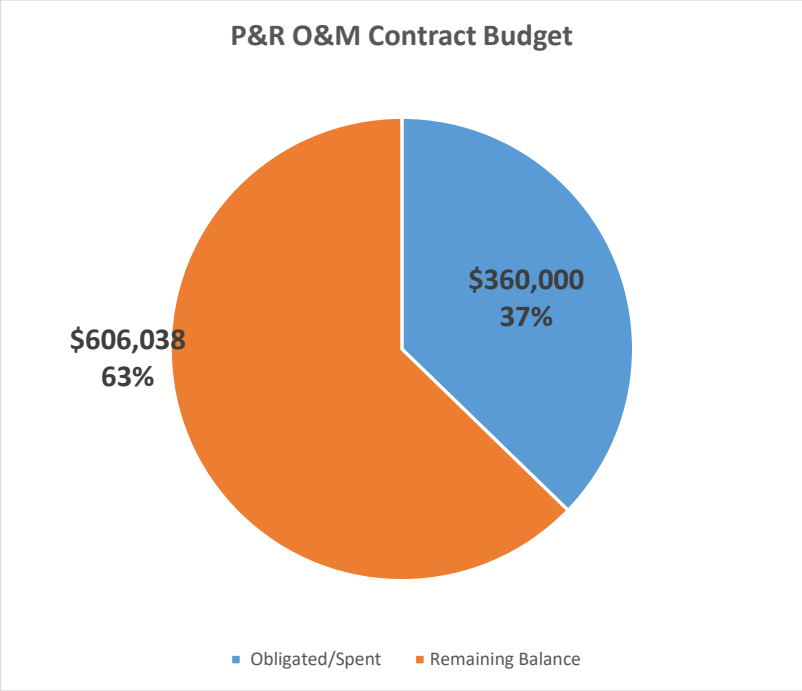
- Dandan / GPS = Phase I Solar commissioned on 10/2015
- KEPCO Mangilao Solar (KMS) = Phase II Solar commissioned on 05/2022
- **WTG** = Wind Turbine Generation

Planning & Regulatory CCU Report

December 31, 2025

Planning & Regulatory O&M Contract Budget

- Revenue Funded
- Target
  - 0.00% O&M Obligation as of October 31, 2024 (Actual)
  - 37% O&M Obligation as of December 31, 2024 (Actual)



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P&R Weekly & Monthly Inspection Reports

- Best Management Practices (BMP) Report Summary [Weekly]
- Generation Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]
- T&D Spill Prevention, Control, and Countermeasures (SPCC) Report Summary [Monthly]
- All other environmental concerns such as the proper disposal of solid waste to ensure environmental compliance.
- GPA is responsible to its employees, the community and to our island environment to institute all reasonable measures necessary to prevent any releases of harmful substances to the environmental from its facilities in order to protect human health and the environment

P&R Inspection Report Purpose

- The purpose of these inspections is to identify discrepancies internally and correct them in order prevent any release of harmful substances such as fuel or oil. This ensures that inspections by Guam or US EPA will not lead to a Notices of Violation, Orders of Compliance and/or Administrative (NOV/OC/APO) penalties.
- Regulatory Agencies may conduct announced or unannounced (surprise) inspections at any time
- Any discrepancies or violations cited may lead to the issuance of a NOV/OC/APO, and/or other enforcement action and fines
- P&R conducts routine SPCC inspections in compliance with the requirements of 40CFR 112.7(a)(3)(ii), Discharge Prevention Measures

Weekly BMP Report

WEEKLY BMP REPORT SUMMARY
CABRAS POWER PLANT
MONTH OF DECEMBER 2025

LEGEND OF TRACKING

- Notification Date
- Within Scheduled Remediation Period / Remediation ongoing
- Completed
- Deadline is Past Due

LOCATION	#	WEEK 1 12/06/25 FINDINGS	WEEK 2 12/13/25 FINDINGS	WEEK 3 12/20/25 FINDINGS	WEEK 4 12/27/25 FINDINGS	RECOMMENDATION/ REMARKS	INITIAL FINDINGS DATE	DUE DATE	DATE COMPLETED	RESPONSE
Cabras Facility	1	**Cabras Tank 1 Secondary Containment:** Leak continues to persist despite attempts of repair. Drip pan is replaced to contain a leak. Plastic cover is replaced to prevent overflow of the drip pan from rain. Absorbent booms capture any spilled oil. Update 1|/20/2025: Absorbent booms and tarp cover replaced.	**Cabras Tank 1 Secondary Containment:** Leak continues to persist despite attempts of repair. Drip pan is replaced to contain a leak. Plastic cover is replaced to prevent overflow of the drip pan from rain. Absorbent booms capture any spilled oil.	**Cabras Tank 1 Secondary Containment:** Leak continues to persist despite attempts of repair. Drip pan is replaced to contain a leak. Plastic cover is replaced to prevent overflow of the drip pan from rain. Absorbent booms capture any spilled oil.	**Cabras Tank 1 Secondary Containment:** A leak remains present at the engine supply line valve of Cabras Tank 1.	**Maintain** To mitigate the issue, a drip pan has been placed beneath the valve to contain the leak. A plastic cover has also been installed to prevent rainwater overflow. Additionally, absorbent booms have been strategically positioned to capture an oil that may spill. **Continuous monitoring of leaks is advised.**				
	2	**Cabras 3&4 Power Plant:** Accumulation of metals and waste items need proper storage or disposal. Heavy metals are one of the causes for NPDES permit exceedances at the outfall.	**Cabras 3&4 Power Plant:** Accumulation of metals and waste items need proper storage or disposal. Heavy metals are one of the causes for NPDES permit exceedances at the outfall.	**Cabras 3&4 Power Plant:** Accumulation of metals and waste items need proper storage or disposal. Heavy metals are one of the causes for NPDES permit exceedances at the outfall.	**Cabras 3&4 Power Plant:** An accumulation of metals and waste materials has been observed within the Cabras 3 & 4 building. **Note: The presence of heavy metals, such as nickel and copper, may contribute to the exceedance of GPA's NPDES permit discharge limits at the outfall.**	Properly store metals and waste items with tarp cover or dispose immediately.	3|6/2025	ASAP		
	3	**Cabras 3&4 Oily Trenches:** Oily rainwater runoff from the trenches of Cabras 3 & 4 was escaping into a storm drain. Absorbent booms and pads have been used to capture oil and sheen. **These trenches have not been cleaned out of oil since the units became offline in 2015.** [Mitigate]	**Cabras 3&4 Oily Trenches:** Oily rainwater runoff from the trenches of Cabras 3 & 4 was escaping into a storm drain. Absorbent booms and pads have been used to capture oil and sheen. **These trenches have not been cleaned out of oil since the units became offline in 2015.** [Mitigate]	**Cabras 3&4 Oily Trenches:** Oily rainwater runoff from the trenches of Cabras 3 & 4 was escaping into a storm drain. Absorbent booms and pads have been used to capture oil and sheen. **These trenches have not been cleaned out of oil since the units became offline in 2015.** [Mitigate]	**Cabras 3&4 Oily Trenches:** Oil-contaminated rainwater runoff has been observed flowing from the trenches as Cabras 3 & 4's, potentially entering the nearby storm drains. **Note: The trenches have not been cleared of oil since the units were taken offline in 2015.**	**Maintain** (Replace absorbent booms when needed until oily trenches can be cleaned out. Please monitor if any oil was discharged to the pending basin.) To mitigate the issue, absorbent booms have been placed to capture oily rainwater runoff. Continuous monitoring of the situation is advised until the trenches have been cleaned. The absorbent booms should be replaced once fully saturated with oil. Additionally, the ponding basin must be regularly monitored to detect any potential oil discharge.				
	4	**Ignition Oil Tank Secondary Containment:** Oil contaminated dirt in the trenches of the ignition oil tank containment was removed by the Central Maintenance team and was stored properly in labeled drums for disposal.	**Ignition Oil Tank Secondary Containment:** Oil contaminated dirt in the trenches of the ignition oil tank containment was removed by the Central Maintenance team and was stored properly in labeled drums for disposal.	**Ignition Oil Tank Secondary Containment:** Oil contaminated dirt in the trenches of the ignition oil tank containment was removed by the Central Maintenance team and was stored properly in labeled drums for disposal.	**Ignition Oil Tank Secondary Containment:** Drums labeled as containing oil-contaminated dirt have been observed in the Cabras 3 & 4 building. Note: The oil-contaminated dirt was extracted from the ignition oil tank's secondary containment, stored, and labeled by the Central Maintenance team.	**Maintain proper storage and schedule for disposal.**				

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T&D SPCC Inspection Report

SUMMARY OF T&D SPCC MONTHLY INSPECTION REPORT
MONTH OF DECEMBER 2025
SUBSTATIONS

LEGEND OF TRACKING

- Notification Date
- Completed
- Within Scheduled Remediation Period
- Deadline is Past Due

#	SUBSTATION LOCATIONS		FINDINGS			RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
1	DEDEDO SUBSTATION (T-55)	*1*	**Housekeeping**		T-55 is well-maintained.	**Maintain**					
2	DEDEDO SUBSTATION (T-191 and T-192)	*1*	**Facility**		T-191 & T-192: The transformers are well-maintained.	**Maintain**					
3	DEDEDO SUBSTATION WAREHOUSE	1	**Transformer Oil Tanks**		Tank coating failure and corrosion were observed on Tanks 1 and 2.	Tank coating repairs are ongoing. ***Recommended to conduct STI Tank Integrity Inspection for tanks.***	**Ongoing**			**ASAP**	**01/28/2025**
		2	**Transformer Storage Area**		Drums containing used oily absorbent materials are due for disposal.	Maintain proper storage and coordinate disposal of the drums. ***(Undergoing preparations of used oily absorbent material disposal via GSWA).***					
4	MACHECHE SUBSTATION	*1*	**T-90 Secondary Containment**	**a.)**	T-90 secondary containment has accumulated rainwater and algae.	The algae has been removed.	**Completed**		**12/22/2025**	**ASAP**	**09/24/2025**
				b.)	The drain valve lock is broken.	The valve lock has been replaced and secured.	**Completed**		**12/22/2025**	**ASAP**	**09/24/2025**
5	TALOFOFO SUBSTATION	*1*	**T-80 Secondary Containment**	**a.)**	The secondary containment is drained of rainwater and cleaned of algae regularly. Berm was being drained at time of inspection (12/24/2025).	**Maintain regular cleaning.**					
				b.)	The secondary containment drain is regularly secured, closed and locked.	**Maintain close and lock on the drain valve after discharge.**					

T&D SPCC Inspection Report (cont…)

#	SUBSTATION LOCATIONS		FINDINGS			RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
6	TENJO SUBSTATION	*1*	**T-35 Secondary Containment**	**a.)**	Vegetation growing inside the berm has been regularly removed. Containment is free from oil sheen.	**Maintain**					
		2	**Tenjo Substation Facility Grounds**	**b.)**	The facility's vegetation is regularly cut.	**Maintain**					
7	YIGO SUBSTATION	*1*	**T-30 Secondary containment**		T-30 secondary containment is filled with rainwater and algae.	The algae has been removed.	**Completed**		**12/22/2025**	**ASAP**	**08/14/2025**

Generation SPCC Inspection Report

SUMMARY OF GENERATION SPCC MONTHLY INSPECTION REPORT
MONTH OF DECEMBER 2025
POWER PLANT (GENERATION)

LEGEND OF TRACKING
- Notification Date
- Completed
- Within Scheduled Remediation
- Deadline is Past Due

Item #	POWER PLANT LOCATIONS		FINDINGS		RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
1	CABRAS POWER PLANT	*1*	**Cabras Day Tanks 3&4**	Heavy corrosion on fuel transfer pipelines and damaged pipe supports. **Note: Although inactive, the pipeline still contains residual oil and should be properly drained.** Update 11/20/2025: Storage tanks and pipelines are to be cleaned of oil and removed from service after opening of Ukudu and decommissioning of Cabras Power Plant.	Remove and clean out oil from the inactive pipelines. **Issue remains unresolved since June 27, 2024. Immediate action required.**				ASAP	6/27/24
		2	**Cabras Day Tank 2**	Fuel transfer pipelines are corroded. Tank foundation and anchor bolts have corrosion damage. Update 11/20/2025: Storage tanks and pipelines are to be cleaned of oil and removed from service after opening of Ukudu and decommissioning of Cabras Power Plant.	Rehabilitate and reinforce the corroded pipelines and tank foundation, including anchor bolts. **Issue remains unresolved since January 22, 2025. Immediate action required.**				ASAP	1/22/25
		3	**Cabras Day Tank 1**	Fuel transfer insulated pipelines are corroded. Update 11/20/2025: Storage tanks and pipelines are to be cleaned of oil and removed from service after opening of Ukudu and decommissioning of Cabras Power Plant.	Rehabilitate and reinforce corroded pipelines. **Issue remains unresolved since January 22, 2025. Immediate action required**				ASAP	1/22/25

Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS			RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
		4	**Used Oil Tank**	**a.)**	Tank shell, pipeline, tank foundation, and anchor bolts have corrosion damage and deterioration. **Update 11/20/2025: Storage tanks and pipelines are to be cleaned of oil and removed from service after opening of Ukudu and decommissioning of Cabras Power Plant.**	Repair the tank shell, anchor bolts, and foundation. **Issue remains unresolved since June 24, 2025.**				**ASAP**	**6/24/25**
		5	**Cabras Units 3 & 4**		There is remaining oil in the trenches of Cabras 3 & 4. Overfill from rainfall has allowed oil to escape into the nearest storm drain. Booms have been used to protect the storm drain and capture the escaping oil. **Update 11/20/2025: Trenches need to be cleaned in preparation of the upcoming decommissioning of Cabras Power Plant.**	Remove and clean out the oil from the trenches. **Issue since May 21, 2025.**				**ASAP**	**5/21/25**
		6	**Outfall**		Personnel are conducting daily inspections of the pipeline.	Continuous active monitoring and daily inspection are required.	**Maintain**				
		7	**Ignition Oil Tank secondary containment**		Oil containment dirt in the trenches of the ignition oil tank berm was removed by the Central Maintenance team. The team stored the waste in drums in Cabras 3 & 4 and labeled the drums for disposal.	Completed in October 2025. **Maintain**	**Maintain**				

Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS			RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
		8	**Cabras 3 & 4 OWS**		Update 11-20-2025: The OWS currently has limited operating capacity due to significant sludge accumulation, which is impacting GPAs used in oil management operations. To maintain compliance with SPCC requirements and restore full functionality, the accumulated sludge must be removed and the OWS must be properly cleaned and maintained. This will ensure the system can operate as intended and support GPA's used oil operations effectively.	Sludge removal quotations have been submitted to management and are currently pending approval.	**Ongoing**			**ASAP**	**11/20/25**
2	**DEDEDO CT**	*1*	**Main Fuel Tanks**		The main fuel tanks and pipelines are free of damage and corrosion.	**Maintain**	**Maintain**				
3	**MACHECHE CT**	*1*	**Tank 110, 150, 130 and 140**	**a.)**	Observed tank coating failure on Tank 110 and 120.	Recoat Tank 110 and 120.				**ASAP**	**11/20/25**
				b.)	Observed tank coating failure and rust build up on Tank 130 and 140.	Remove the corrosion and recoat the tank 130 and 140.				**ASAP**	**11/20/25**
4	**MANENGGON DIESEL**	*1*	**Small Containers Storage and Handling**		Drums containing used oily absorbent material and filters are due for disposal. The drums are properly stored indoors and away from risk of environmental hazard.	Maintain proper storage.	Ready and waiting for drum disposal.				
		2	**Fuel Storage Tank**		Corrosion found on FOST 1-3 Tanks; coating reapplication is required.	Remove the corrosion and reapply coating to storage tanks.				**ASAP**	**5/21/25**
		3	**Secondary containment**		Floor sealant in the berm is experiencing wear and tear. Regularly check if deterioration in seal worsens and will allow oil to escape berm.	Maintain. Regularly check floor condition.					

Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS		RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
5	PITI #7 Combustion Turbine POWER PLANT	1	Main Fuel Tank Pipeline	Transfer and return pipelines have been chipped of corrosion and recoated. (Degradation has resulted in signs of compromised integrity and thinning of the pipe walls, with certain sections requiring replacement.)	Complete Note: Sections with insufficient integrity need to be replaced.	Maintain				
		2	Main Fuel Tank Refilling Dock	Transfer pipeline has been chipped of corrosion and recoated.	Complete	Maintain				
		3	Day Tanks 1 & 2 pipeline	Supply pipeline was chipped of corrosion and recoated.	Complete	Maintain				
		4	Day Tank Pumps	Day tank pump # 3 is not leaking oil. No oil sheen present in the area.	Complete	Maintain				

Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS			RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
		5	**Transformer**		Transformer is leaking oil into the berm. **In progress: December 2025 - Oil leak has been contained with absorbent booms and pads along with closed discharge valves. Repair coming soon.**	Maintain containment of leak. Repair transformer of leak.	**Ongoing**			**ASAP**	**9/29/25**
6	**TALOFOFO DIESEL**	1	**Small Containers Storage and Handling**	1	Drums containing used oily absorbent material and filters are due for disposal. The drums are properly stored within a roofed berm.	Maintain proper storage.	**Ready and waiting for drum disposal.**				
		2	**Fuel Storage Tank**	2	Storage diesel fuel tank system is free of oil spill, clean, and secured.	Maintain					
7	**TENJO DIESEL**	1	**Small Containers Storage and Handling**		Drums containing used oily absorbent material and filters are due for disposal. The drums are properly stored inside a storage area.	Maintain proper storage.	**Ready and waiting for drum disposal.**				
		2	**Diesel Fuel Storage Tanks**		Diesel storage tanks and secondary containment are well maintained. A new catwalk for Tank 1 and Tank 2 and security lighting was installed.	Complete	**Maintain**				

Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS			RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
8	YIGO CT POWER PLANT	1	Main Fuel Tanks		Tanks 130 and 140 are due for recoating.	Remove the corrosion and peeling paint, then recoat the tank shell.				ASAP	08/14/2025
		2	Refuelling Dock		Observed corrosion forming on a pipeline.	Remove the corrosion and recoat the pipeline.				ASAP	12/22/2025
9	YIGO DIESEL	1	Diesel Generators		Oil accumulation was observed within the containment of Generator Units. ***Note: This condition is consistent with other generator units and is a recurring, generally unavoidable occurrence. All generators should be routinely monitored to ensure that oil remains contained and does not escape the secondary containment systems.***	Maintain continuous monitoring of the containers and ensure timely removal of oil to avoid environmental discharge.				ASAP	4/17/25
		2	Back Storage Area	a.)	Containers of used oil and oily materials are awaiting disposal.	Maintain proper storage and ensure all drums containing used oil absorbent materials are securely covered. Coordinate the disposal.					
				b.)	Improper storage container for used oil absorbent materials.	The storage container has been secured and covered. *(Undergoing preparations for used oily absorbent material disposal via GSWA)*	**Addressed**		12/22/2025	ASAP	July 2025

PLANNING & REGULATORY DIVISION REPORT

The following summarizes P&R's activities for the months of November and December 2025

INSPECTIONS/MONITORING

- Best Management Practices (BMP) Weekly Inspection/Report – Cabras Power Plant
- Monthly Spill Prevention, Control and Countermeasures (SPCC) Inspection/Report – Cabras Power Plant, Macheche, Dededo, Yigo CT, Talofofo, MDI, Tenjo Diesel, Piti 7 Power Plants, IP&E fuel Farm.
- Reviews monthly Continuous Emissions Monitoring System (CEMS) report and monitors TRC's O & M for Tenjo Diesel. Coordinates Operations and Maintenance with TRC.
- Emissions and Limits Tracking for GPA Power Plants
    - Monitoring CO and NOx emissions of the Yigo Diesel generators not to exceed the allowable limit.
    - GPA Plants Limits based on Hours and/or Fuel Use
- Annual Spill Prevention, Control and Countermeasures (SPCC) Inspection/Report for Water Systems Diesel (WSD)

CONSENT DECREE

- Next report due January 2026
- June 3: US EPA conducted site inspection at Cabras, Piti 7, 8, & 9, Fuel Farm and fuel lines to verify compliance with the CD. Supplied requested info physically and via email. Results of inspection will be released in approximately 70 days after inspection.
- July 31: Semi-annual Report was submitted electronically and hard copies were sent via USPS to US EPA and DOJ

DECOMMISSIONING OF CABRAS POWER PLANT

- Had initial kick-off meeting and follow up meeting with Richard Wetherbee. In attendance: Roland Gutierrez, Manuel Minas, Marvin Poliarco, and Roger Pabunan
- Started data gathering and collection for sharing with TRC
- APR: Continued data collection and started planning for Site visit in May
- MAY: TRC conducted site visit/Assessment of Cabras Power Plant, Tank Farm, and pipeline
- Held meetings with key GPA personnel to prepare for site visit
- Held kick-off meeting/presentation with upper management. Also had exit briefing
- Regular Progress Update meetings are held every 2 weeks with TRC, Project Management, and P&R via TEAMS Meetings.
- JUL: TRC prepared draft Decommissioning Plan. P&R and Project Management reviewing.
- AUG:
    - Conducted site visit to Cabras Electric Shop to determine no chemicals or hazardous waste is stored at the facility as part of the assessment for the decommission of Cabras Power Plant. (08/13/2025)
    - GPA updated timeline of events and made other comments.
    - Had meeting with US EPA and Guam EPA to discuss the NPDES Permit post decommissioning. Guam EPA conducted site inspection
- SEP:
    - Established priority decommissioning action list

  - Sent out latest Decommissioning to various GPA divisions for comment
- OCT:
  - Internal strategy meeting with representatives from Operations and Generation to discuss repairs to the Cabras Used Oil Facility (fka WOF-Waste Oil Facility)
  - Sent compilation of comments to the Decommissioning Plan to TRC
- NOV:
  - Conducted a site visit with multiple potential contractors to assess the parameters of cleaning the Cabras Used Oil Facility
  - Engaged in a walkthrough of Cabras's outfall and intake system led by Ray Lara
- DEC
  - Discovered dangerous falling debris at Cabras 3&4 Building. Building has been restricted of access and has been deemed dangerous and unfit to approach.

DERA Grant (Diesel Emissions Reduction Act) – 2 grants for FY2021 and FY2022 to procure a total of 3 hybrid bucket trucks

- FY2021 (DE-98T31601-1) – Quarterly Reporting
- FY2022 (DE-98T80301) – Semi-Annual Reporting
- AUG: Working with Finance to draft Forms SF425 Federal Finance Report for submission in the next reporting periods
- SEP:
  - Completed Form SF425 and submitted to US EPA DERA Officers and GPA Accounting
  - Sep 8-12: Mechanics attended training on Hybrid bucket trucks
- OCT:
  - Attended Hybrid Bucket Truck Unveiling Event on Oct. 8, 2025. Responded to questions from the Media
  - Submitted Quarterly report for Grant FY2021 (DE-98T31601-1)
- NOV/DEC:
  - Completed form SF-425 Federal Finance Report and sent to GPA CFO
  - Responded to Data requests and provided reports, info, etc to Financial auditors

ENVIRONMENTAL DISPOSAL, RESPONSE & MITIGATION

- Coordination with GSWA and GEPA to allow GPA fleets to directly dispose solid wastes in GSWA facilities.
  - Registration is already approved in GSWA on February 20, 2025.
  - GEPA registration process is currently ongoing
- Coordinate Used oil draining and hauling for Cabras Tanks 3 & 4 and various GPA sites
  - Periodic hauling from Piti 8 & 9 storage tank to Cabras Used Oil Tank. Filtration of trash and dirt has become a requirement. The tank was not properly cleaned prior to the fuel switching. The tank cleaning will be budgeted and scheduled.
- Coordinated the approval for the direct disposal of contaminated used absorbent pads, air and oil filters to GSWA
- Continuous monitoring and draining of oil and water contents at old Piti Power Plant
- ~~Smart meters disposal coordination with the meter shop and Global recycling~~

- Nov 4, 2025: Oil spill response at F-11 WSD after a break-in to the facility and theft from diesel from storage tank. Oil spill responder supplied absorbents and spill kits and ensured containment by WSD team. Assessed spill for cleanup and notified response contractor, Unitek, to clean up spill with vacuum truck and deliver to Cabras OWS. Developed spill report for management.
- NOV: Meeting with LeoPalace maintenance supervisor for verifying completion of cleanup at spilled LeoPalace transformer from October.
- DEC: Took sampling of used oil bladders being shipped to Korea.
- DEC: Coordinated the disposal of used batteries from WSD/ Dededo Diesel Facility and IT

NPDES PERMIT

- JAN: Submitted Additional information and revised permit application as per US EPA instructions.
- JAN: US EPA confirmed receipt of revision and confirmed that we may continue to operate Cabras as per the conditions of the current permit.
- FEB - JUN: Waiting for EPA to issue new permit
- JUL: We reached out to US EPA to check up on status. We are trying to set up a meeting to discuss activities or mitigation strategies in preventing exceedances and the Cabras Power Plant retirement
- AUG: Had ConCall with US EPA and Guam EPA to discuss viability of the permit after Cabras Power Plant retirement

PROCUREMENT

Coordination with procurement on the following bids/continuing contracts:

- RFP for Tanguisson Decommissioning: DRAFT RFP submitted for review to Legal and Contracts Administrator. CC: to GM and AGMETS
    - Responded to questions/comments from Procurement
    - OCT: sent drafts to Contracts Officer and Legal. Contracts officer confirmed draft was correct. Made revisions based on comments from Legal
    - NOV/DEC: made revisions and updates to Draft RPF as per input from Tamra, Brenda, Marianne,
- GPA-RFP-25-002 Engineering & Technical Services for Power System Analyses and Studies – member of Evaluation Team
    - Evaluation between May 7 – 21
    - Scoring completed on May 21st
    - JUN – Committee sent memo requesting for Price Proposal
    - SEP: 9-19-2025 – Committee meeting on updated price proposal
- Oil Spill Clean Up Materials (PO #34151 & 34152)
    - Absorbent Sands and Hand Towels delivered to GPA on September 26, 2025 by Reaction Supply Company. Stored in Cabras SPCC Building. (#34152)
    - Absorbent Pads delivered to GPA on September 26, 2025 by America's Best Electric Mart, Inc. Stored in Cabras SPCC Building. (#34151)
    - Absorbent Booms delivered to GPA on October 3, 2025 by America's Best Electric Mart, Inc. (#34151)

REPORTINGS

- Monthly NSPS reports (Sep 2024 – Aug 2025) for CT's and Diesel plants submitted to GEPA and US EPA

UKUDU POWER PLANT

- Commissioning Procedures for Air Emission Testing from GUP/Doosan – Reviewed procedures and sent comments
    - APR: Reviewed updated plan
- Internal Meeting with SPORD and Stanley regarding GUP environmental compliance
- Pipeline – Worked on Land Use Control plan for Ukudu Pipeline at Guam Post Office
    - Submitted plan to Guam EPA for review. Made follow ups on the review
    - APR: Guam EPA Approved LUC Plan
- Regular Meetings
    - Weekly ConCalls: GUP DUP GPA status commissioning
    - Monthly ConCalls: GUP/DUP/GPA Monthly Report Review
- Special Meetings:
    - Calls/Discussions on the vibration issue of the Steam Generator
    - 8-05-25 – ConCall including Skoda (Turbine Manufacturer)

OTHER

- Filled up GSWA sewer discharge surveys various GPA CT and substation facilities.
- Planned Travel FY2026 – submitted list of planned travel for consideration in GM's travel budget
- Compliance Training – Summary of training requests for FY 2026 for AGMETS
- ~~SURGE 2025 – attended TableTop Exercise held at GCC on Oct. 28th. Organized by GPA IT Department~~
- NOV: Completed the workplace conduct training
- NOV: Completed cybersecurity Awareness Training
- NOV: Maintenance of SPCC Building at Cabras Power Plant. Cleaned trash and dispose of wooden pallets and cardboard from facility.
- NOV: Climbed LSFO Tank at Cabras Power Plant and measured the level of oil.
- DEC: Attended Supreme's Tabletop Exercise (FRP)
- DEC: Discovered dangerous falling debris at Cabras 3&4 Building.
- DEC: Sent various Data to NREL (National Renewable Energy Laboratory) including permits and annual emissions reports

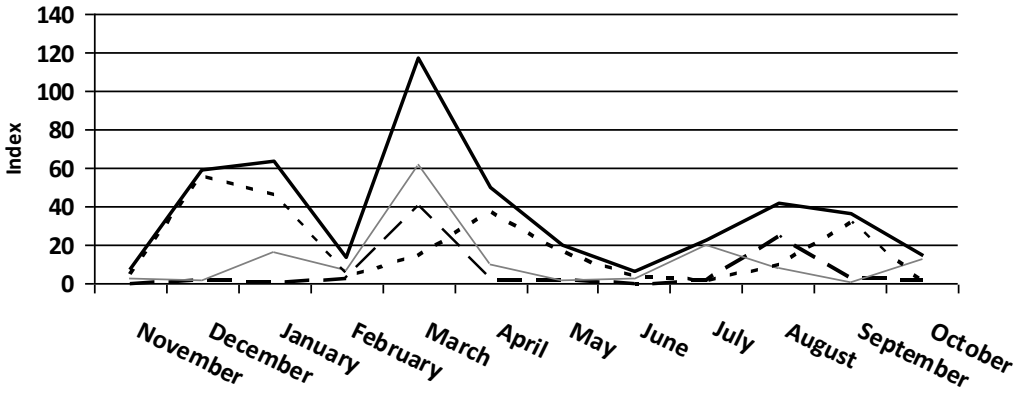
ENGINEERING WORK ORDERS

Engineering Work Order Summary - October 2025	
Work Orders Received from CSR	168
Work Orders Processed & Released to T&D	156
Work Orders Processed & Released to CSR	N/A
Work Orders Cancelled	2
Work Orders Pending Survey	9
Total Pending WO at Engineering	177

Engineering Large Customer, GPI and Net Metering Tracking

Date Identified	Customer Name	Work Order Numbers	Location	kVA	Meter Qty	Status
10/10/18	Don Sadwahni (Industrial Subdivision)	465341	Harmon	4,000	80	New Industrial Subdivision pending submission of meter applications. Work orders for the streetlights and the new GWA pump station have been fowarded to T&D. Pending new customers ~80 lots. 4 lots completed, 2 in progress
06/30/21	Guam Five Star Corporation (Sienna Gardens)	Multiple	Dededo	1,160	116	New 116 Unit Subdivision, 45 application submitted, 100 Applications pending, 45 units completed and energized. Pending submission of applications for the remaining units.
10/31/21	GTA Data Center (Camp Watkins)	507575	Tamuning	2,500	1	New Data Center, 2500 kVA, pending submission of revised plans showing 13.8 kV primary metered facilities. GTA looking at adding a 34.5 kV backup up to 6MVA. Temporary power completed. Primary underground conduits and manholes completed. Primary metering cabinet pending. ~90% complete
05/02/23	Missile Defense Agency Sites (MDA)	Pending Application	Various Locations Islandwide	36,500	TBD	5 sites for only MDA, pending additional loads from other military agencies. Loading update 5/2/2023. Most loads will be connected via transmission or from military substations. Final still pending.
08/21/23	Hon Hui (Tumon) Former royal palm	Pending Application	Tumon	3,500	1	No application yet.
09/15/23	Wellborn Yigo housing across Mormon church	Pending Application	Yigo	500	100	Customer has submitted civil design.
09/15/23	Possible 36 unit apartments across Ladera	Multiple	Mangilao	180	36	Pending Application. Buildings completed.
09/15/23	Canton Tasi(Palisade) subdivision Tiyan	Pending Application	Tiyan	200	20	Pending Application.
09/21/23	Army GDS 3 (former Navy Turner Housing, Nimitz Hill)	Pending Application	Nimitz Hill	306		Coordination with NAVFAC. Expected for Year 2027
09/21/23	Army GDS 11A (NEXRAD/Eagle's Field)	Pending Application	Mangilao	175	1	Coordination with NAVFAC
10/11/23	Army, Dandan	Pending Application	Talofofo	287	1	Pending more information
10/11/23	Army, Site No. 12	Pending Application	TBD	163	1	Pending more information
10/11/23	Army, Site No. 13	Pending Application	TBD	163	1	Pending more information
09/21/23	Army, P-549 Battalion Headquarters	Pending Application	Radio Barrigada	400	1	GPA proposed using navy feeder. Navy requested to use P-213.
09/21/23	Sunshine Subdivision Chalan Kirida	Pending Application	Mangilao		65	Backroad Subdivision. Civil works only.
11/13/23	10 Unit Apartment	Pending Application	Mangilao	50	10	Iglesias St. (near Ladera); Pending design plans/drawings.
12/29/23	J524 Development, LLC Tract 10441	Pending Application	Yigo	963	82	Formerly Lot No. 7134; East of Latte Estates; Full Underground per Application No. 2024-03 under V. Project Description; Proposed main line to come from housing on left. (Design load 963 kVA)
02/15/24	Leolabs Space Radar Station	Pending Application	Malojloj	700	1	Proposed at old NASA site
02/16/24	NAVFAC (National Guard Readiness Center)	Pending Application	Barrigada	665	1	FY22 MILCON Project P-052 National Guard; Main breaker 1200A 277/480V, Genset 800A
03/04/24	Simon Sanchez High school	Pending Application	Yigo	3,000	3	Design at 90%
03/04/24	Warehouse, harmon L5159-R5	Application Received	Harmon	300	1	Design approved
03/04/24	Merizo Basketball Gym	Application Received	Merizo	75	1	Design approved
03/04/24	FQ Sanchez school Rehabilitation	Pending Application	Merizo	225	1	Pending approval of plans
03/04/24	NAN Inc, Tiyan Warehouse	Application Received	Tiyan	300	4	Pending design plans
03/21/24	Telecommunication Facility; Jacobs (Ajit Abraham)	Pending Application	Dededo	4,359	1	Will request for 34.5kV service using the Tango Line; Location right side of road before water treatment plant
03/21/24	Summer Vista Phase 2 (Coretech)	Pending Application	Dededo	680	136	Pending more information
03/21/24	Summer Vista Phase 3 (Coretech)	Pending Application	Dededo	680	136	Pending more information
03/21/24	Tumon Riviera Condo (Coretech)	Pending Application	Tumon	230	46	Pending more information
03/21/24	Ukudu Barracks (Coretech)	Pending Application	Dededo	80	16	Pending more information
03/21/24	Precision Systems Inc.	506425	Dededo	200	1	Strip mall and gas station; Corner of Ysengsong and Route 3; Civil works in progress
03/21/24	McDonald's Dededo	Pending Application	Dededo	100	1	Pending more information
04/01/24	Cold Storage Expansion	Pending Application	Barrigada	300	1	Pending more information
04/01/24	Bank and Strip Mall Route 1&3	Pending Application	Dededo	500	3	Pending more information
07/03/24	Cost-u-Less Agana	520435	Agana	1,000	5	Construction in progress
08/07/24	Pacific Rim 6 Wharehouses (barracks)	520951	Dededo	1,000	1	Pending more information
01/01/25	Publc Health Laboratory	Pending Application	Mangilao	750	1	Pending more information
01/01/25	Bank of Hawaii Headquarters Tamuning	515928	Tamuning	500	1	Construction in progress
01/01/25	GCC Workforce Development Center	Pending Application	Barrigada	300	1	Construction in progress
01/01/25	Leun Fung Upgrade	Pending Application	Harmon	750	1	Construction in progress
06/02/25	VG Gozum Barracks and Warehouse	Pending Application	Barrigada	1,000	1	Design approved
06/02/25	Camacho Commercial Building	Pending Application	Upper Tumon	300		Design approved
09/09/25	Opust Investments (near Ladera)	507849	Mangilao	450	42	Construction in progress
Varies	Pending Net Metering Customers	Varies	Various Locations Islandwide		40	Pending Net Metering Customers
			Total	**69,491**	**962**	

(Item 1.1,1.2,1.5) October 2025 SAIDI = 452.20 ↓ (456.09)



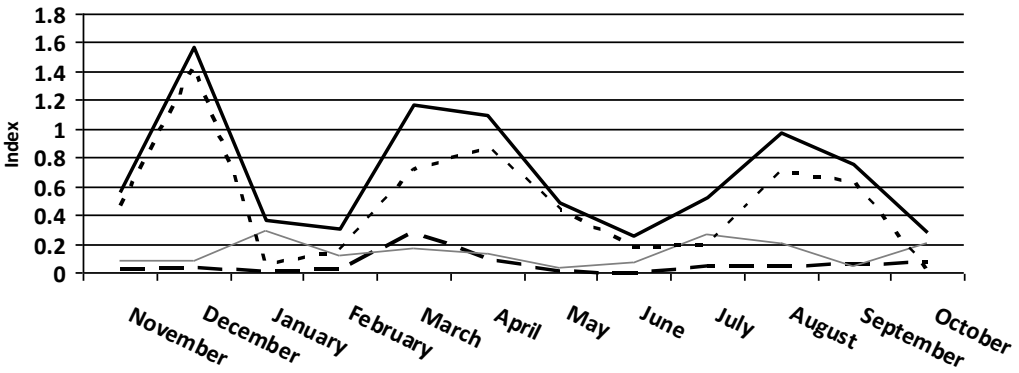
ALL

GEN=226.09 ↓ (228.64)

TRANS=80.23 ↓ (85.50)

DIST=145.88 ↑ (141.95)

(Item 1.1,1.2,1.5) October 2025 SAIFI = 8.33 ↓ (8.70)



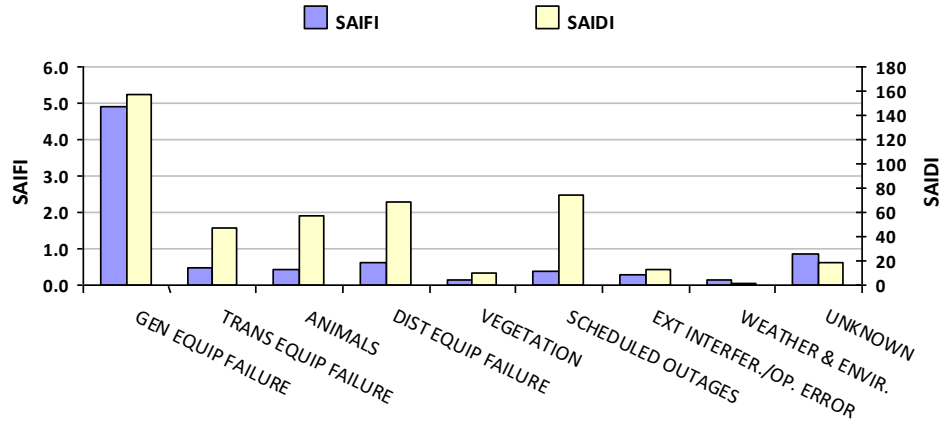
ALL

GEN=5.87 ↓ (6.05)

TRANS=0.74 ↓ (1.02)

DIST=1.72 ↑ (1.62)

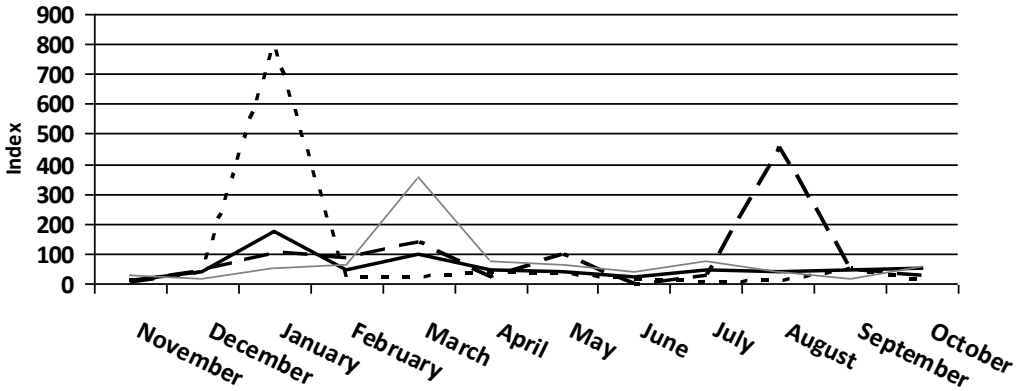
(Item 1.9) 12-Month Cause Contributions to Reliability



GEN EQUIP FAILURE
F:55.9% D:35.2%
TRANS EQUIP FAILURE
F:4.9% D:10.6%
ANIMALS
F:4.7% D:12.8%
DIST EQUIP FAILURE
F:6.3% D:15.2%
VEGETATION
F:1.6% D:2.1%
SCHEDULED OUTAGES
F:10.5% D:16.7%
EXT INTERFER./OP. ERROR
F:5.1% D:2.8%
WEATHER & ENVIR.
F:2.1% D:0.3%
UNKNOWN
F:8.9% D:4.2%

As of October 31, 2025

(Item 1.1,1.2,1.5) October 2025 CAIDI = 54.29 ↑ (52.45)



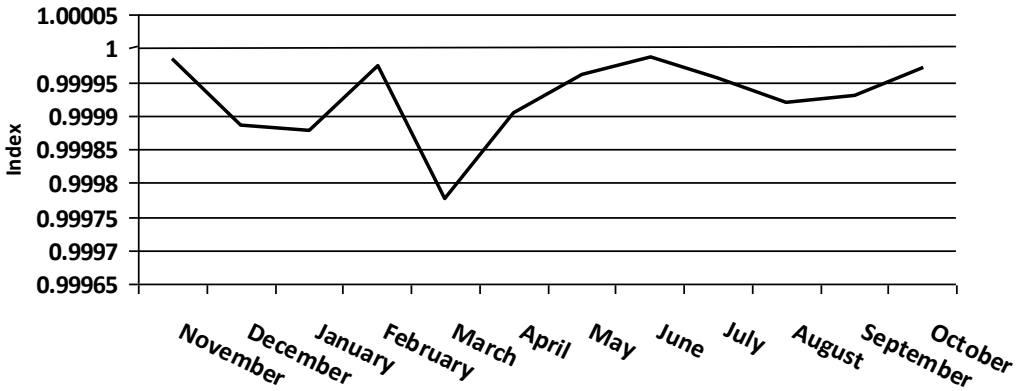
ALL

GEN=38.51 ↑
(37.77)

TRANS=108.68 ↑
(83.85)

DIST=84.8 ↓
(87.49)

(Item 1.1,1.2,1.5) October 2025 ASAI = 0.9991 UNC* (0.9991)



(Item 1.4) Top 5 Worst Feeders Distribution Causes

#	Feeder	Outage Count
1	P340	7
2	P301	4
3	P220	4
4	P253	4
5	P087	3

(Item 1.4) Top 5 Distribution Outage Causes

#	Outage Cause	Count
1	Overhead Equipment	28
2	Snakes	8
3	Vegetation	7
4	Underground Equipment	6
5	Other Animals	6

(Item 1.3) Outage Count

TOTAL	UFLS	Non-UFLS
575	104	471

(Item 1.3) UFLS Contribution to Reliability

SAIDI	SAIFI	CAIDI
15.89	0.78	20.49

As of October 31, 2025

UNC* - Unchanged

NET METERING
October 2025

	Quantity	Connected kVA
Completed	2,828	38,783
Pending	1	7
Grand Total	2,829	38,790

Rate Class and Technology

Technology	Schedule	Customer Count	Total kW
Solar Energy	R - Residential	2,582	26,700
	J - Gen Service Dmd	97	6,382
	K - Small Gov Dmd	22	969
	L - Large Government	2	123
	P - Large Power	16	1,636
	G - Gen Serv Non-Dmd	99	2,878
	S - Sm Gov Non-Dmd	8	91
Wind Turbine	R - Residential	2	4
Grand Total		**2,828**	**38,783**

****Projection Date Ending 12/31/2025**

Customer Rate Class	Sum of Size (kW)	*Annual Projected kWh Generated	Non-Fuel Yield $/kWh	Estimated Annual Revenue Loss
R	26,627	41,431,463.93	0.087492	3,624,922.82
J	6,187	9,627,547.90	0.125682	1,210,009.75
K	947	1,473,620.62	0.133883	197,292.79
L	123	191,076.19	0.129809	24,803.41
P	1,591	2,475,121.25	0.109950	272,139.65
G	2,868	4,462,960.25	0.145397	648,901.16
S	91	142,217.94	0.147902	21,034.32
Grand Total	**38,435**	**59,804,008.08**		**5,999,103.91**

*Estimated number of hours from NREL for Guam (13.4 degrees North and 144 degrees East).
**Annual projection based on a full year of solar. Month energized not considered in calculation.

****Estimated Annual Revenue Loss**

Year	Estimated kWh	*Total Estimated Cost
2024	55,373,591	$ 5,510,918.16
2023	50,599,155	$ 5,018,026.40
2022	45,503,534	$ 4,504,654.33
2021	41,935,687	$ 4,124,391.93
2020	38,315,738	$ 3,725,387.58
2019	34,640,552	$ 3,335,770.90
2018	28,897,183	$ 2,745,924.13
2017	23,841,233	$ 2,258,537.97
2016	17,656,034	$ 1,694,718.91
2015	7,884,346	$ 789,324.34
2014	2,653,177	$ 294,665.78
2013	1,295,411	$ 146,408.19
2012	456,158	$ 53,109.97
2011	162,033	$ 19,355.85
2010	87,083	$ 9,114.52
2009	37,805	$ 3,307.60

*Source for effective yield rate from the Year End Revenue Reports (12 month Average Yield)
**Month energized considered in calculation

NET METERING

October 2025

Customer Count and Connected kW by Feeder

Status	Feeder	Net Metering Connected kW	Customer Count	% of Feeder Maximum kW	% of Feeder Minimum Daytime kW
Completed	P-005	489.15	42	28.4%	56.9%
	P-007	85.86	8	11.9%	25.3%
	P-046	431.79	46	10.2%	15.5%
	P-067	86.20	10	1.0%	1.3%
	P-087	1,797.81	172	45.8%	71.7%
	P-088	1,320.84	103	21.9%	34.7%
	P-089	1,044.77	106	23.4%	56.2%
	P-111	477.50	9	8.9%	15.5%
	P-201	349.68	18	9.8%	17.5%
	P-202	380.10	10	11.7%	28.2%
	P-203	937.42	54	12.5%	35.5%
	P-204	189.18	19	4.1%	8.3%
	P-205	245.48	12	5.1%	8.7%
	P-206	378.79	19	38.8%	70.0%
	P-210	1,141.18	88	22.3%	30.3%
	P-212	1,656.70	134	40.1%	103.7%
	P-213	792.61	23	30.3%	40.7%
	P-220	335.07	34	55.0%	172.7%
	P-221	764.74	73	17.4%	34.6%
	P-223	786.73	73	33.0%	47.2%
	P-240	191.15	6	2.9%	25.7%
	P-241	19.72	1	0.5%	0.7%
	P-242	46.55	3	0.9%	2.2%
	P-244	86.56	3	4.9%	5.0%
	P-245	1,021.70	16	20.3%	43.7%
	P-250	1,957.02	167	30.1%	52.9%
	P-251	386.22	18	15.5%	24.0%
	P-252	809.81	41	19.2%	39.2%
	P-253	1,305.77	117	29.0%	45.8%
	P-260	138.56	13	20.1%	69.3%
	P-261	554.46	57	20.0%	34.4%
	P-262	1,726.62	160	45.4%	108.7%
	P-270	583.81	46	11.5%	23.1%
	P-271	514.13	21	8.8%	18.5%
	P-272	691.10	39	27.0%	61.3%
	P-280	806.49	47	44.9%	83.4%
	P-281	300.90	6	10.7%	29.9%
	P-282	231.75	6	6.2%	18.7%
	P-283	894.19	71	24.7%	42.4%
	P-290	58.74	4	8.2%	36.3%
	P-294	1,738.84	156	40.2%	79.5%
	P-301	403.32	37	28.5%	50.7%
	P-310	313.97	16	11.4%	20.9%
	P-311	2,066.21	87	51.8%	88.6%
	P-312	281.83	11	16.9%	19.7%
	P-321	867.51	59	15.5%	17.4%
	P-322	2,540.84	147	33.5%	66.5%
	P-323	305.28	21	6.5%	20.1%
	P-330	976.34	110	17.9%	36.1%
	P-331	1,054.59	108	16.7%	27.1%
	P-332	1,189.06	104	21.1%	30.8%
	P-340	718.07	61	39.6%	87.1%
	P-341	65.49	6	5.6%	24.8%
	P-400	127.60	8	13.3%	13.5%
	P-401	117.00	2	10.3%	17.3%
Completed Total		**38,782.76**	**2,828**		
pending	Pending	7.31	1	0.0%	0.0%
pending Total		**7.31**	**1**	**0.0%**	**0.0%**
Grand Total		**38,790.07**	**2,829**		

Feeders highlighted in yellow indicates renewable energy capacity has reached 25% of minimum daytime load.

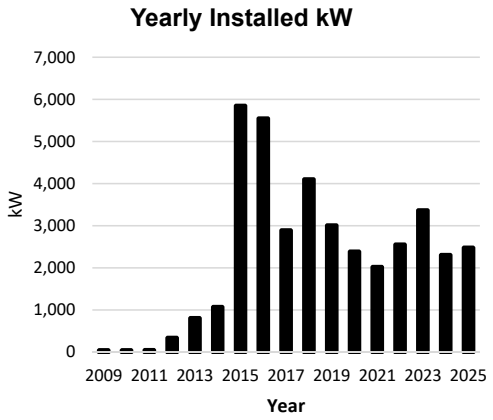
Feeders highlighted in red indicates renewable energy capacity has reached 75% of minimum daytime load.

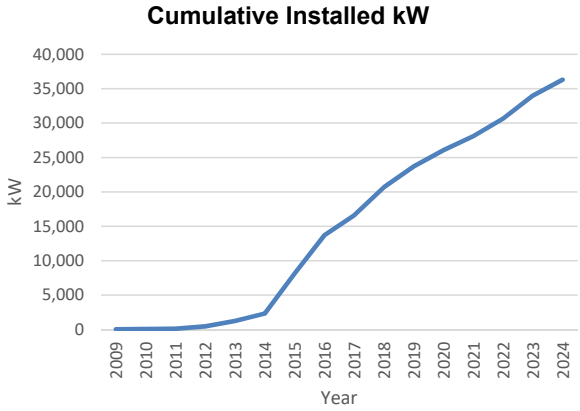
NET METERING

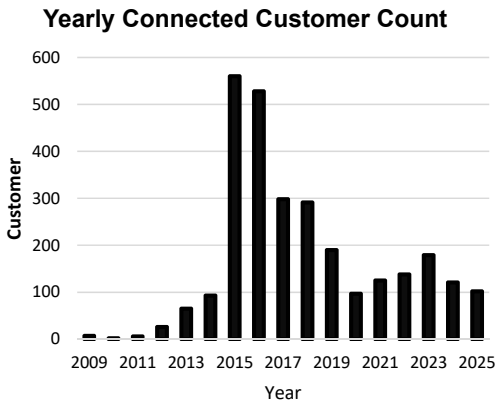
October 2025

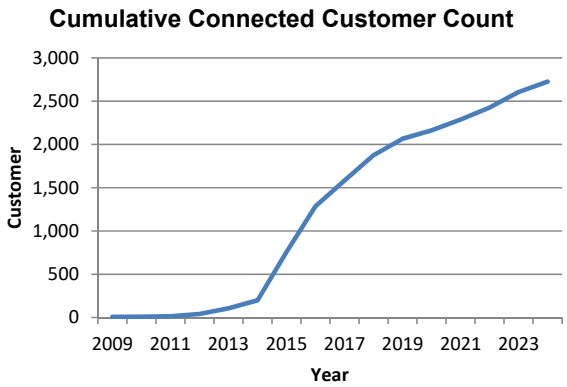
Installed kW by Year		
Year	Total	Cumulative
2009	39.46	39.46
2010	39.20	78.66
2011	41.61	120.27
2012	334.61	454.88
2013	803.15	1,258.03
2014	1,067.04	2,325.07
2015	5,843.21	8,168.28
2016	5,540.61	13,708.88
2017	2,887.33	16,596.21
2018	4,096.13	20,692.34
2019	3,004.81	23,697.15
2020	2,380.16	26,077.31
2021	2,016.69	28,094.00
2022	2,549.25	30,643.25
2023	3,362.08	34,005.33
2024	2,302.65	36,307.98
2025	2,474.78	38,782.76
Grand Total	38,782.76	

Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	6	15
2012	26	41
2013	65	106
2014	93	199
2015	560	759
2016	528	1,287
2017	298	1,585
2018	291	1,876
2019	190	2,066
2020	97	2,163
2021	125	2,288
2022	138	2,426
2023	179	2,605
2024	121	2,726
2025	102	2,828
Grand Total	2,828	





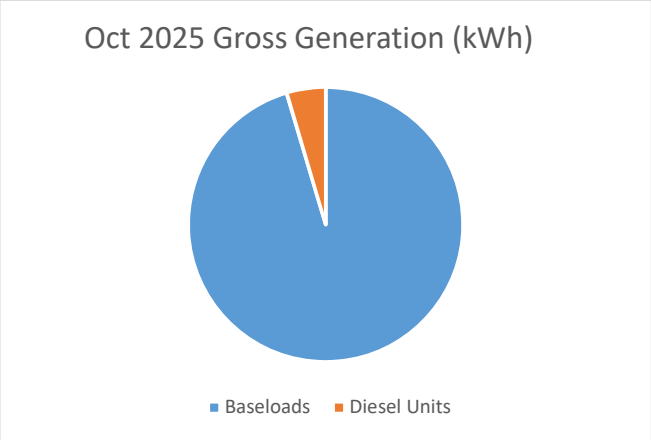




Production Data October 2025

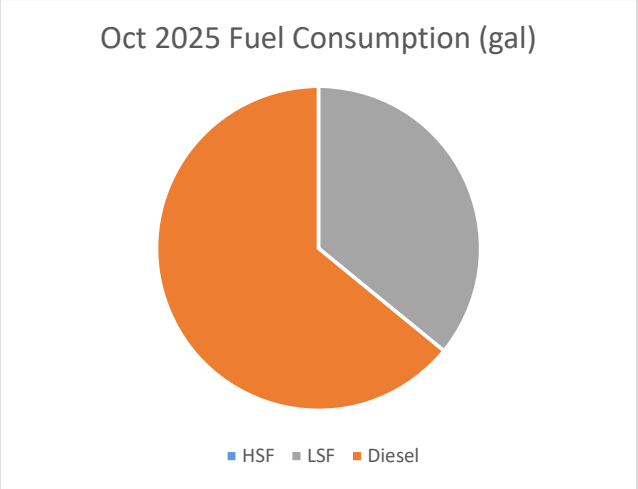
2025 Gross Generation (kWh)

Month	Baseloads	Diesel Units
January	96,344,900	32,142,217
February	84,838,602	29,488,730
March	88,978,143	38,582,458
April	83,798,150	46,846,230
May	100,798,523	41,716,040
June	102,130,788	30,856,990
July	100,226,800	34,566,749
August	106,492,416	31,513,829
September	112,294,708	18,699,879
October	133,588,124	6,418,934
November		
December		



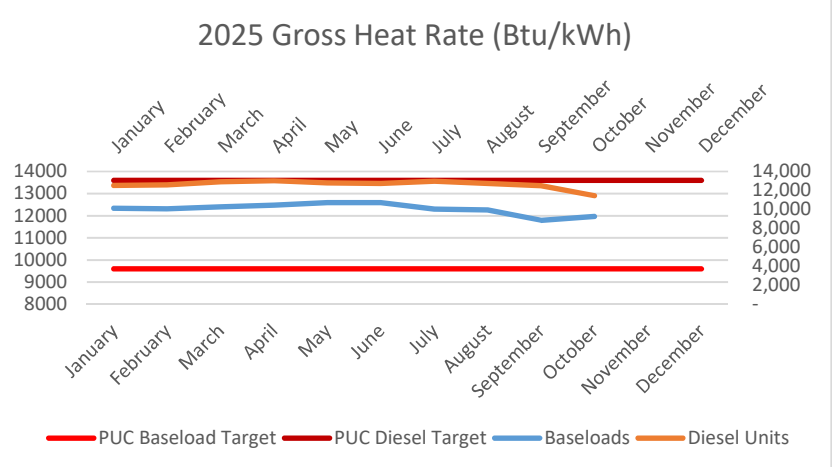
2025 Fuel Consumption (gal)

Month	Baseloads		Diesel Units
	HSF	LSF	Diesel
January	-	3,534,480	6,166,578
February	-	3,440,392	5,177,286
March	-	3,569,830	6,395,808
April	-	3,763,925	6,777,286
May	-	4,292,666	7,082,607
June	-	3,763,674	6,670,589
July	-	3,808,338	6,436,139
August	-	3,135,653	7,131,314
September	-	1,665,966	6,911,473
October	-	3,062,985	5,465,534
November	-		
December	-		



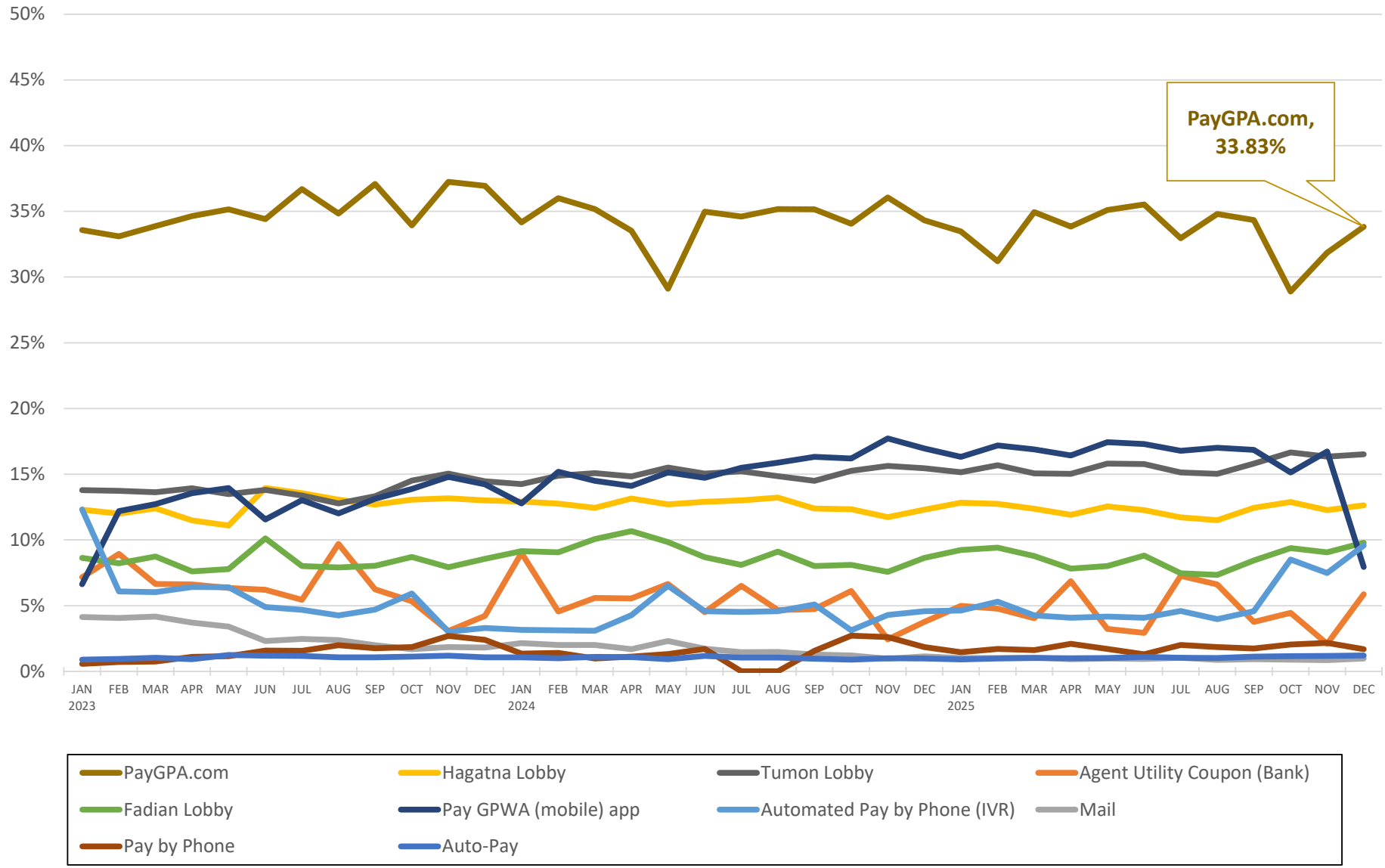
2025 Gross Heat Rate (Btu/kWh)

Month	Baseloads	Diesel Units
January	10,144	12,549
February	10,070	12,590
March	10,270	12,922
April	10,474	13,031
May	10,714	12,816
June	10,720	12,736
July	10,050	12,992
August	9,965	12,750
September	8,863	12,518
October	9,272	11,457
November		
December		



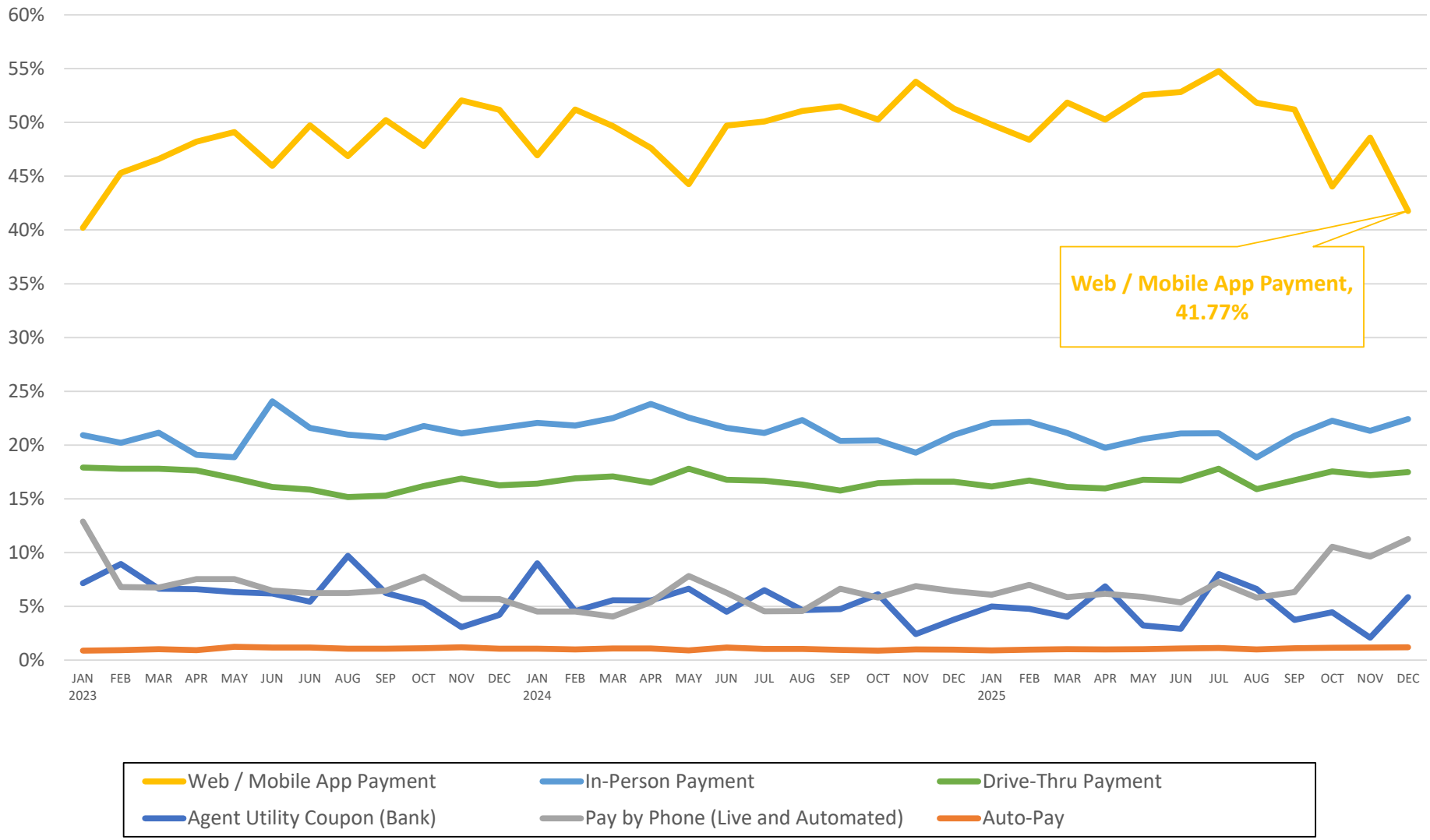
Customer Service (Administration Division)

Percentage of transactions by collection point
January 2023 - December 2025



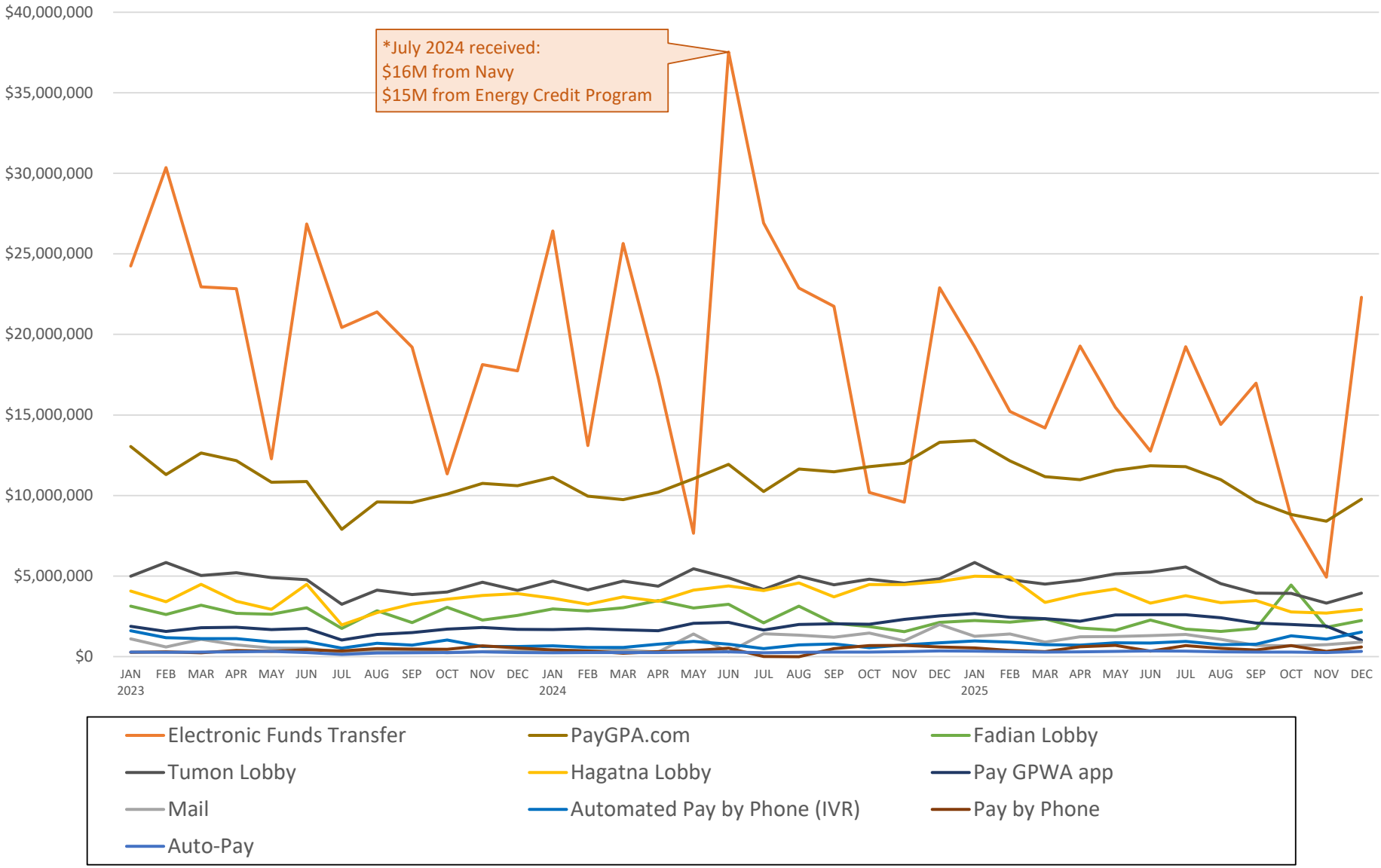
Customer Service (Administration Division)

Percentage of transactions by collection platform type
January 2023 - December 2025



Customer Service (Administration Division)

Dollar amount collected per collection point
January 2023 - December 2025

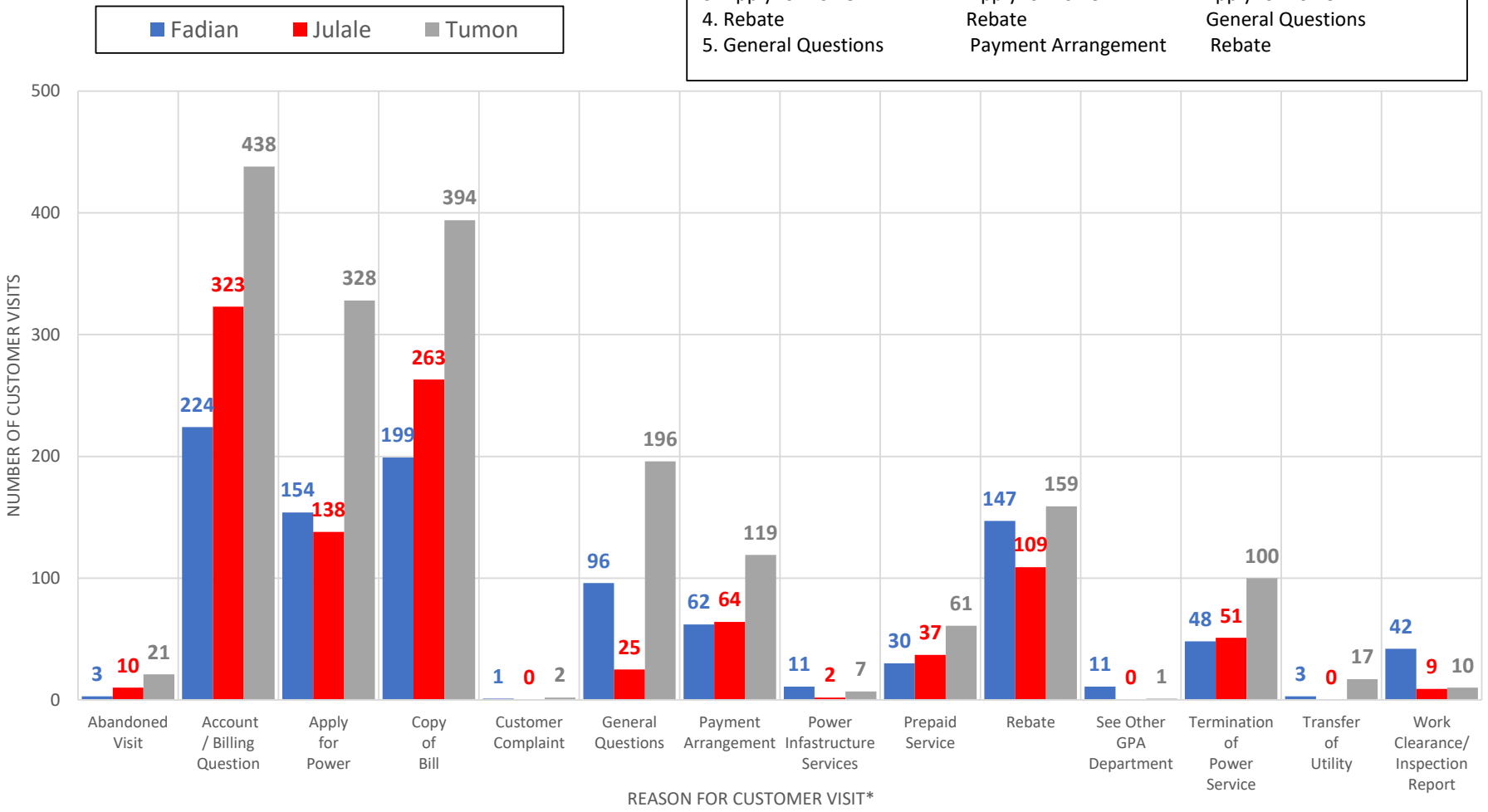


Customer Service (Administration Division)

Reason for Visit by Location
November 2025

Top 5 Reasons for Visit by Location

	Fadian	Hagatna	Tumon
1.	Acct / Billing Question	Acct / Billing Question	Acct / Billing Question
2.	Copy of Bill	Copy of Bill	Copy of Bill
3.	Apply for Power	Apply for Power	Apply for Power
4.	Rebate	Rebate	General Questions
5.	General Questions	Payment Arrangement	Rebate



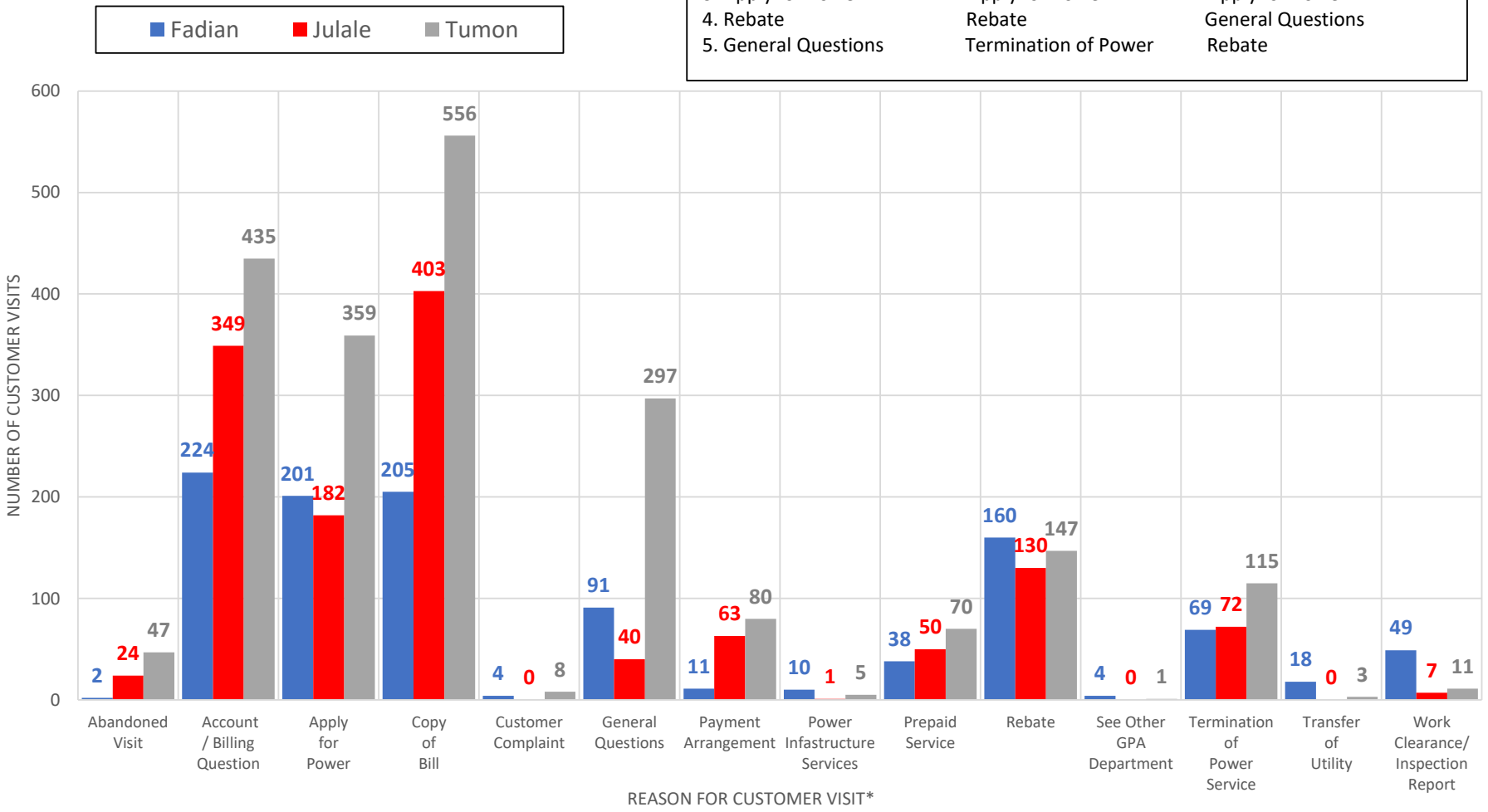
*Each count per **Reason for Customer Visit** represents a customer who visits one of our lobbies. During their visit, the customer will only be counted once, regardless of the number of services provided to the customer. Their reason for visit will be coded based on their initial or primary reason for visit. Each reason for customer visit option shall include but not be limited to, an inquiry of service, submission of an application, submission of multiple applications, submission of supporting documents, customer question regarding the service, customer follow-up, etc.

Customer Service (Administration Division)

Reason for Visit by Location
December 2025

Top 5 Reasons for Visit by Location

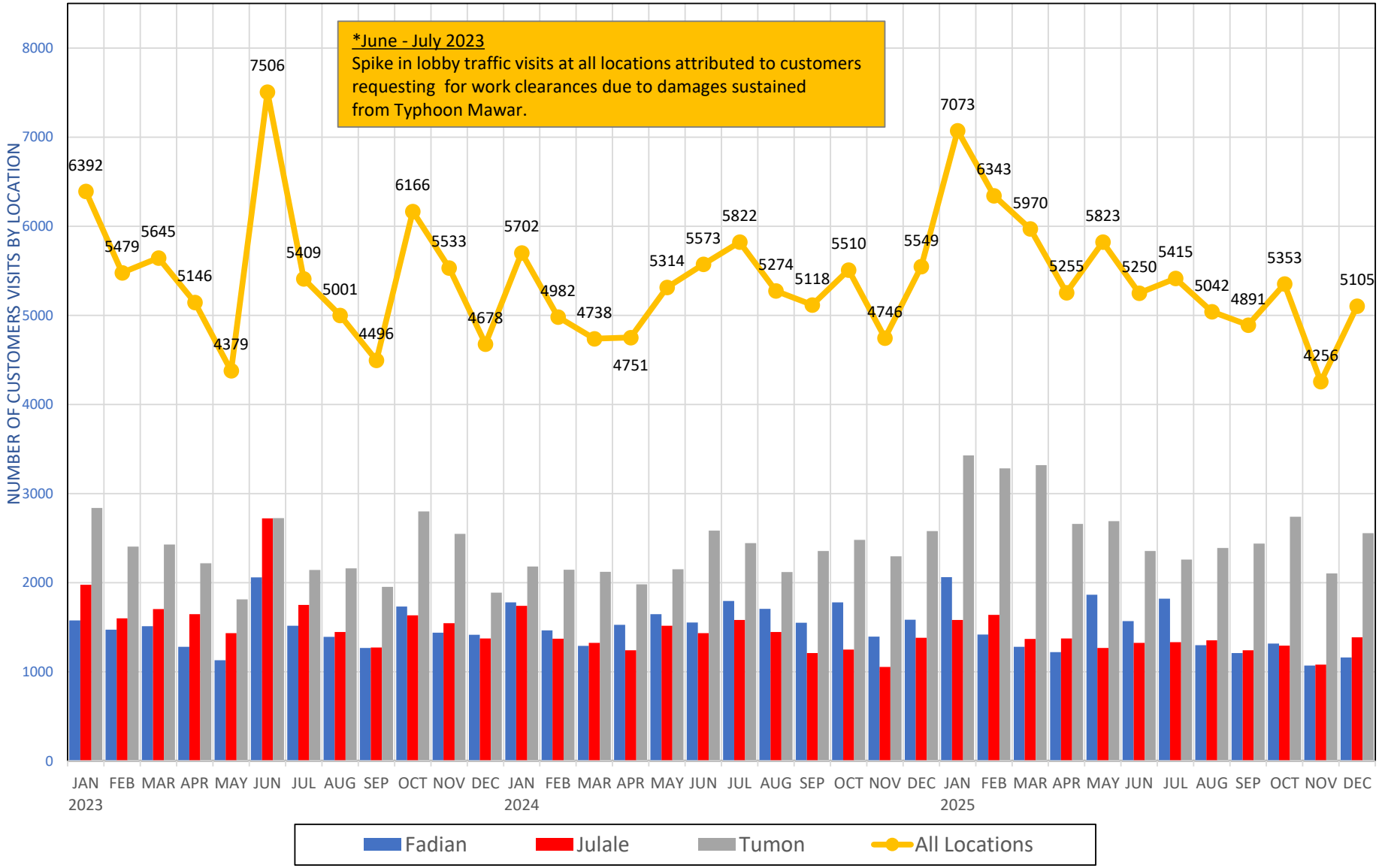
	Fadian	Hagatna	Tumon
1.	Acct / Billing Question	Copy of Bill	Copy of Bill
2.	Copy of Bill	Acct / Billing Question	Acct / Billing Question
3.	Apply for Power	Apply for Power	Apply for Power
4.	Rebate	Rebate	General Questions
5.	General Questions	Termination of Power	Rebate



*Each count per **Reason for Customer Visit** represents a customer who visits one of our lobbies. During their visit, the customer will only be counted once, regardless of the number of services provided to the customer. Their reason for visit will be coded based on their initial or primary reason for visit. Each reason for customer visit option shall include but not be limited to, an inquiry of service, submission of an application, submission of multiple applications, submission of supporting documents, customer question regarding the service, customer follow-up, etc.

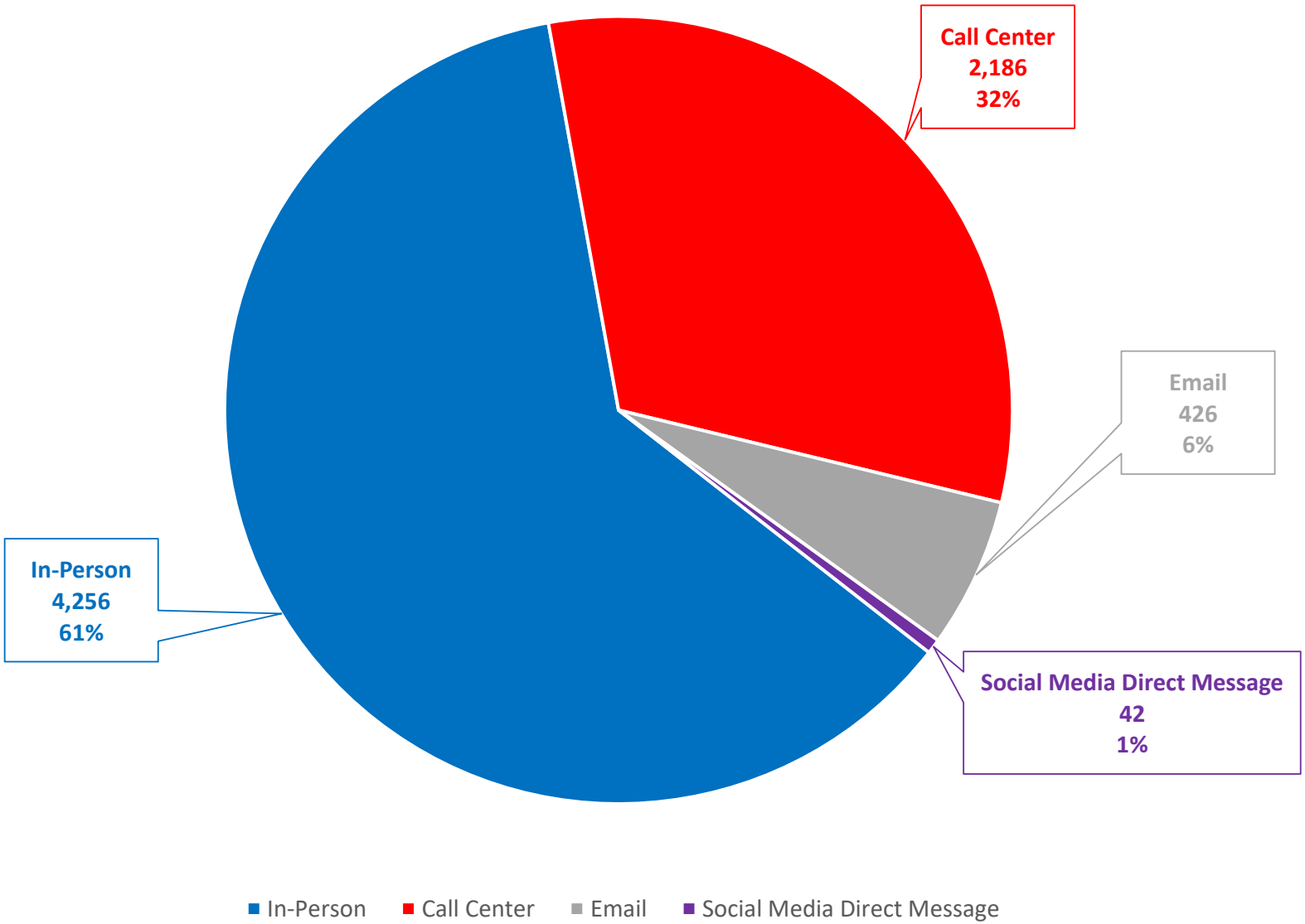
Customer Service (Administration Division)

Lobby Traffic by Location
December 2025



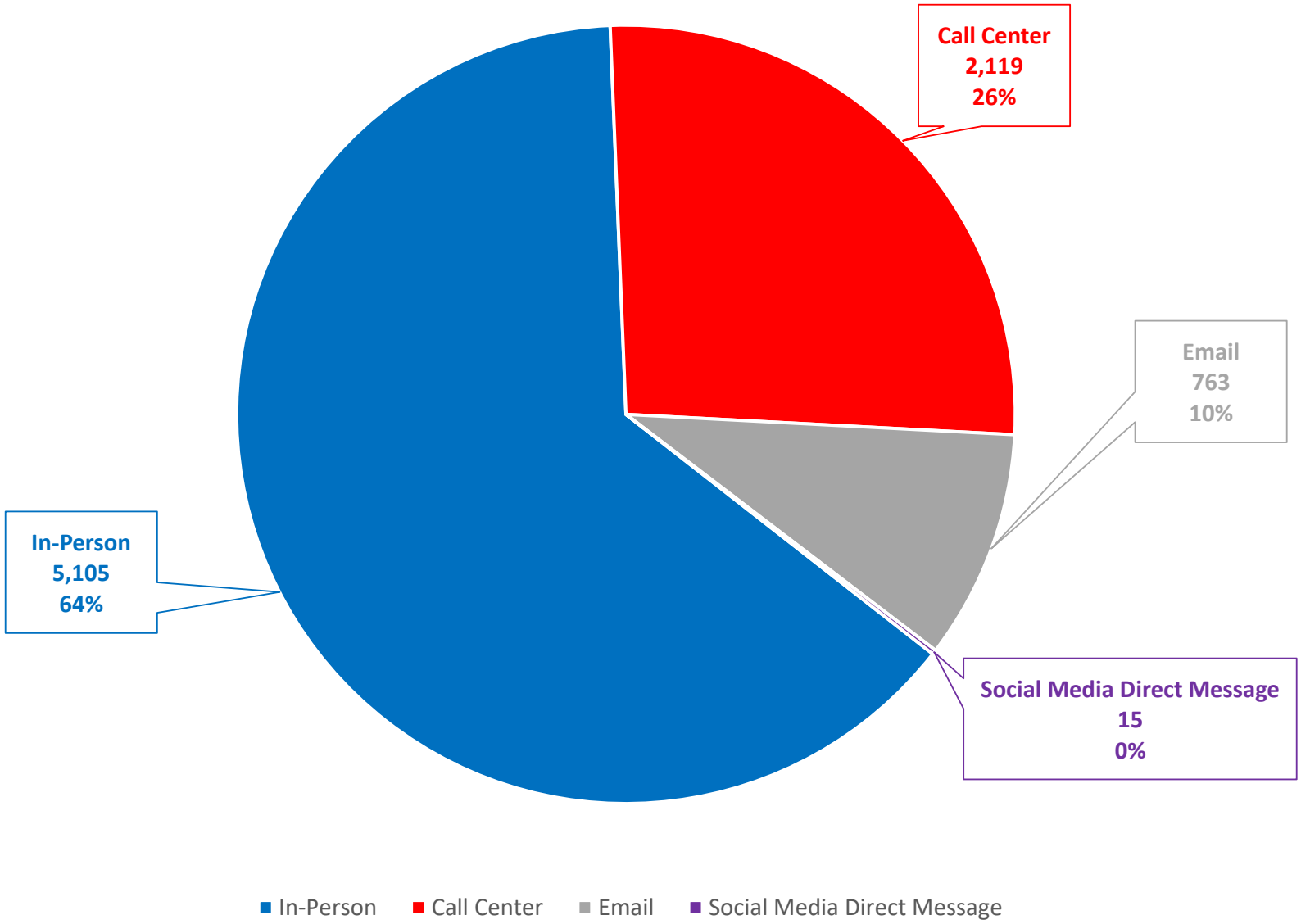
Customer Service (Administration division)

Inbound Customer Contact By Type
November 2025



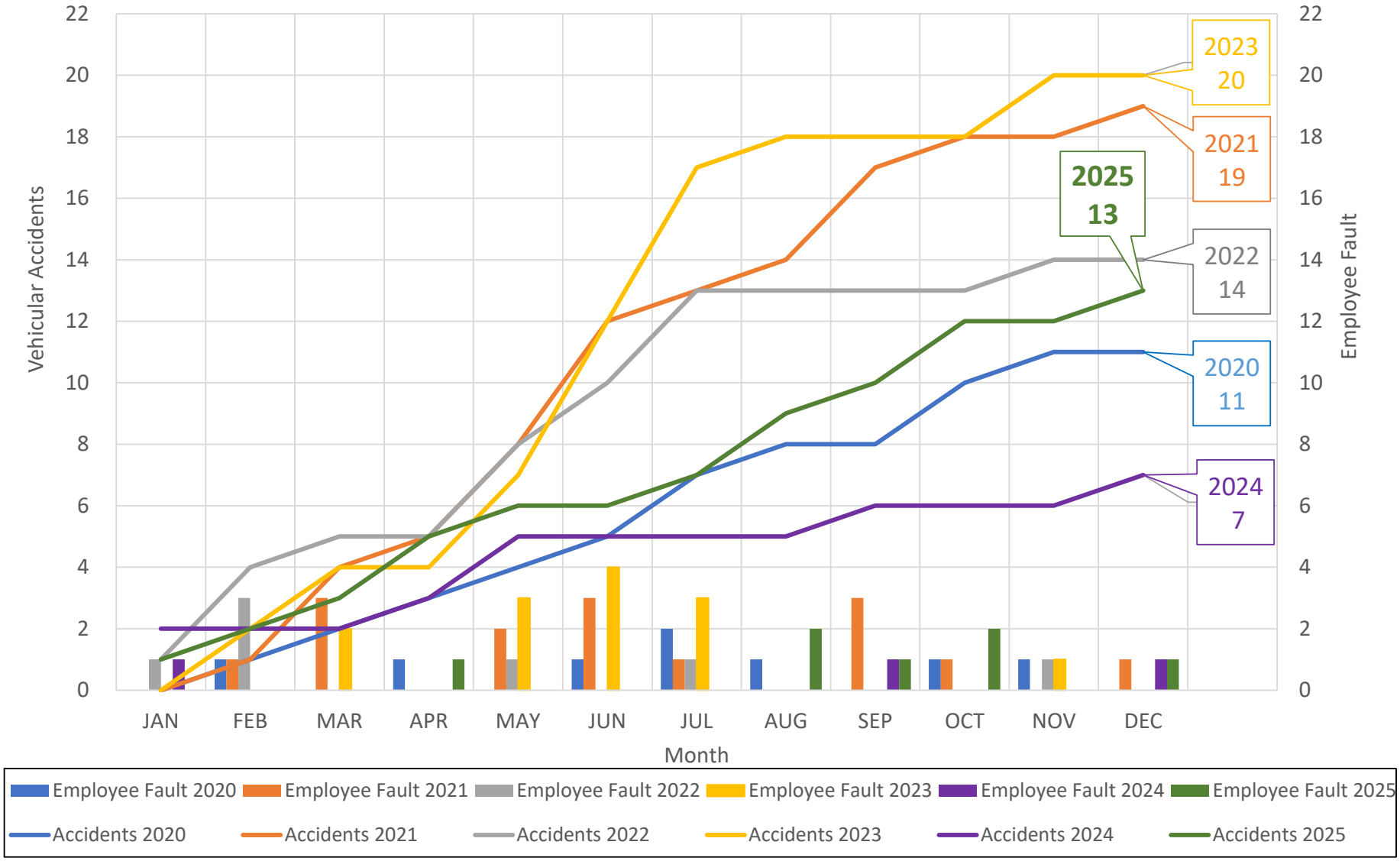
Customer Service (Administration division)

Inbound Customer Contact By Type
December 2025



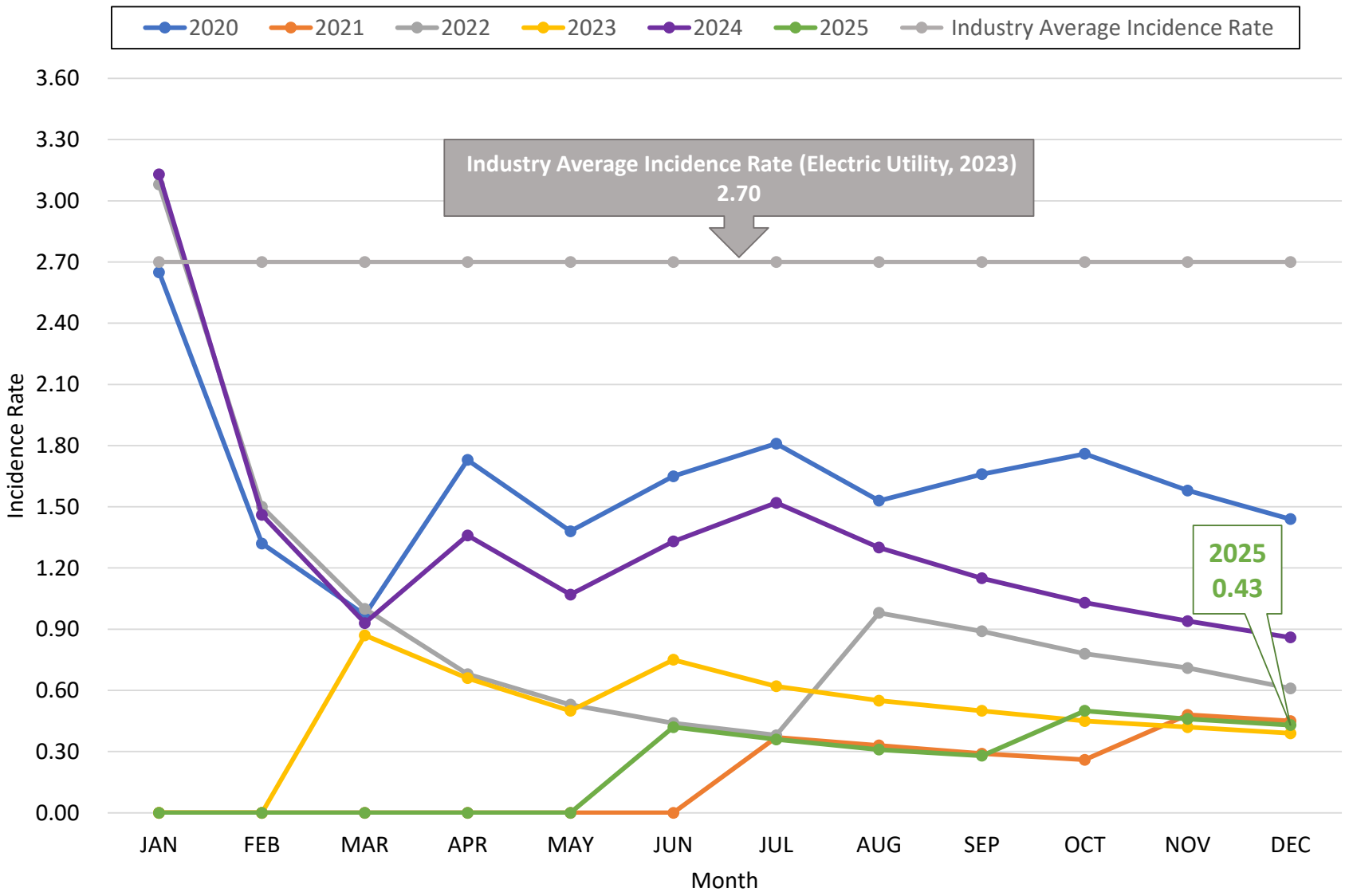
Safety (Administration Division)

Number of Vehicular Accidents
December 2025



Safety (Administration Division)

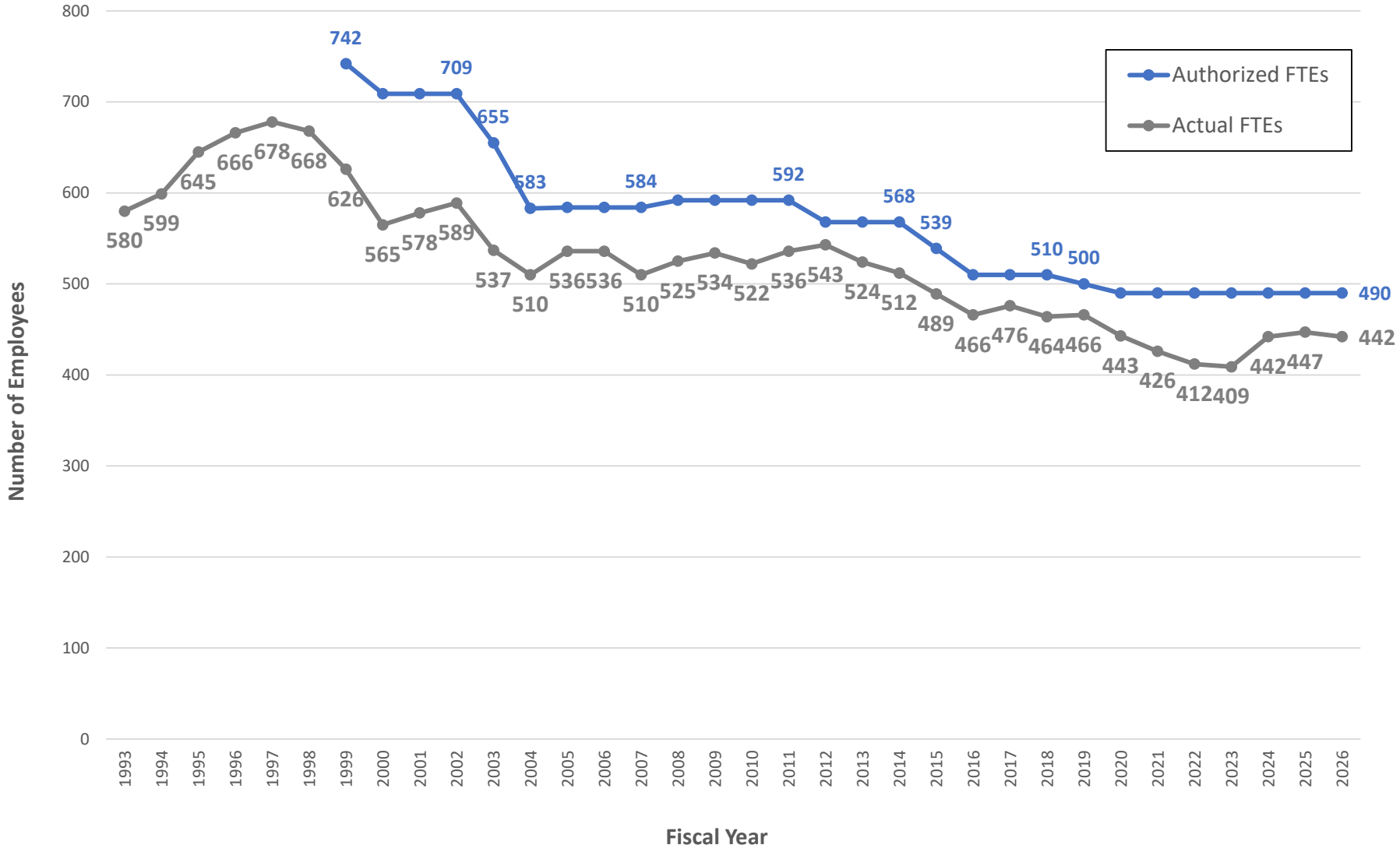
Incident Rate by Year
December 2025



Human Resources (Administration Division)

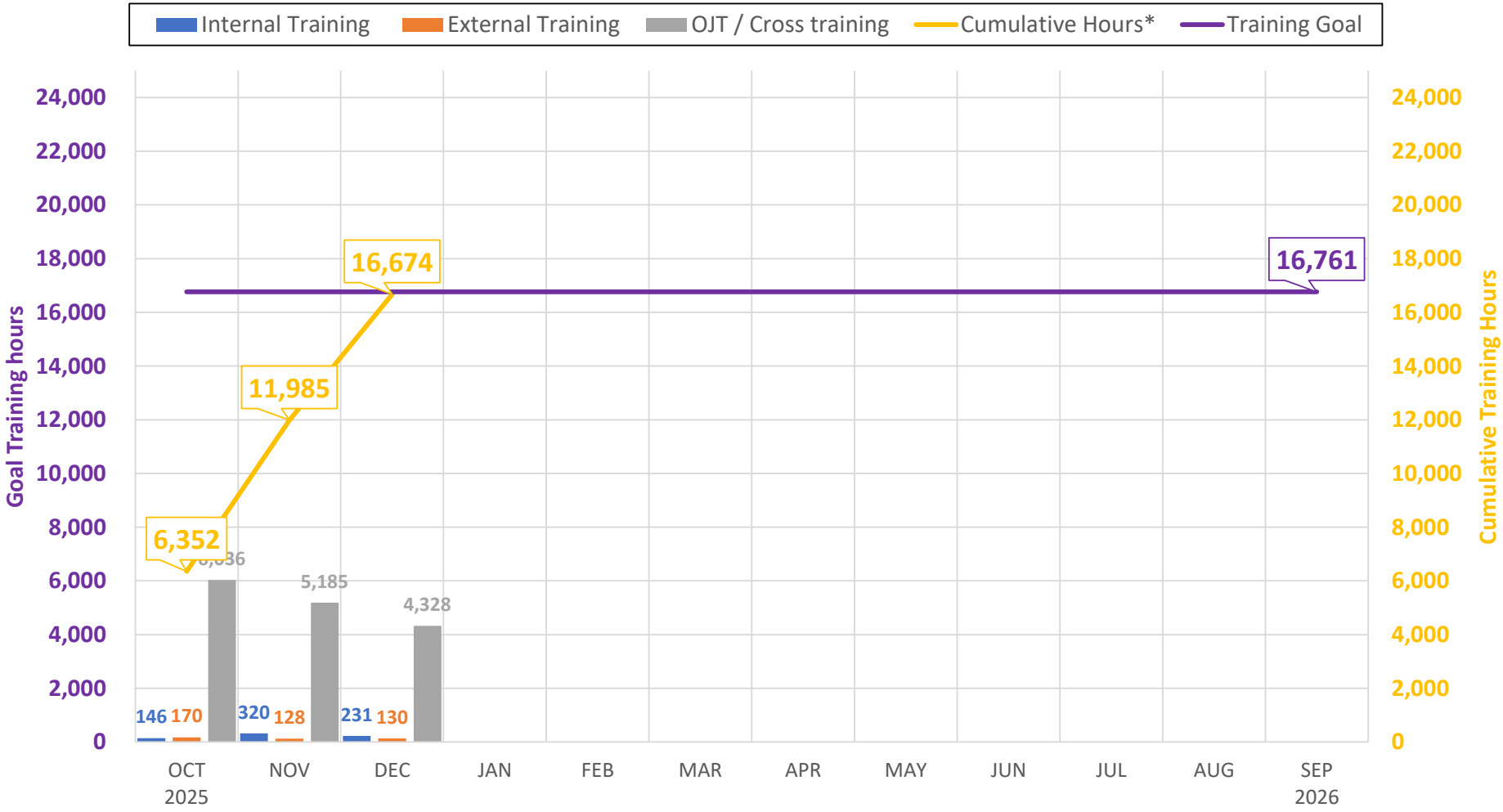
Full-time Equivalency (FTE)

December 2025



Human Resources (Administration Division)

Cumulative Training Hours for Fiscal Year 2026
As of December 2025



*For fiscal year 2026, the training goal has been set at 16,761 hours or 2% of 838,047 total straight hours worked for FY 2025. As of December 2025, GPA has achieved **99.48%** progress towards its cumulative hours training goal.

Human Resources (Administration Division)

Recruitment Activity

November & December 2025 *(1st Quarter)* – FY 2026

Personnel Action	Name	Effective Date	Position	Division	Department	Section
Promotion	Anjelica S. Cruz	10/28/2025	Electric Relay Technician Leader	AGMO	T&D	Meter / Relay
Promotion	Roque M. Santos	11/10/2025	Power System Superintendent	AGMO	T&D	Overhead
Transfer (Internal)	Kevin G. Hidalgo	10/29/2025	Line Electrician Leader	AGMO	T&D	Underground
Transfer (Internal)	Carl J. Tainatongo	12/01/2025	Plant Electrician II	AGMO	Generation	Water Systems
Transfer (from GovGuam)	Frederico V. Dela Cruz	12/01/2025	Plant Electrician II	AGMO	Generation	Water Systems
Unclassified Appointment (Grant Funded)	John Louie J. Benavente Jr.	10/01/2025 to 09/30/2026	Utility Administrative Aide	AGMO	T&D	Administration
Transfer & Promotion	Tommy F. Tyquiengco Jr.	10/05/2025	Plant Maintenance Supervisor	AGMO	Generation	Water Systems
Reclassification (Promotion)	Marc Allen M. Bituin	10/30/2025	Engineer II	AGMETS	Engineering	Project Management
Resignation	Johnathan E. Medina	11/15/2025	Plant Operator / Maintenance Supervisor	AGMO	Generation	Combustion Turbine
Resignation	Valerie Santos-Crisostomo	12/19/2025	Utility Customer Care Rep I	AGMA	Customer Service	Business Office
Retirement	Antonio V. Evaristo (DB 1.75)	12/19/2025	Administrative Officer	AGMETS	IT	
Retirement	Ariel M. Canlas (DB 1.75)	12/26/2025	Engineer III	AGMETS	Engineering	Customer Service
Retirement	Joseph T. Atoigue (DC)	12/26/2025	Plant Operator	AGMO	Generation	Cabras 1 & 2
Retirement	Frances S. Reyes (DB 1.75)	12/27/2025	Administrative Officer	AGMETS	Engineering	Administrative

Procurement (Administration Division)

Notable RFP monthly status update
December 2025

BID NO.	DESCRIPTION	DATE ADVERTISED	BID OPENING	STATUS (as of 12/31/2025)
GPA-RFP-24-015	MV90 Software and Systems Services	09/24/2024 10/01/2024	12/13/2024 4:00 pm	Sent GPA's response to proponent's mark ups to contract for clarification prior to finalizing contract for Staff Attorney approval.
GPA-RFP-25-001	SmartWorks Compass MeterSense Software and System Services	02/04/2025 02/11/2025	02/27/2025 4:00 pm	Pending Staff Attorney review of proponents marks up to contract.
GPA-RFP-25-002	Engineering & Technical Services for Power System Analysis and Studies	02/18/2025 02/25/2025	04/29/2025 4:00 pm	Pending OP for budget certification.
GPA-RFP-25-003	SmartWorks Customer Connect (e-Portal) and BizConnect Software and System Services	02/18/2025 02/25/2025	04/11/2025 4:00 pm	Pending Staff Attorney review of proponents markup to contract.
GPA-RFP-25-004	Geotechnical Investigation Services	06/05/2025 06/12/2025	07/03/2025 4:00 pm	Request for BAFO letter pending management review and approval.

Procurement (Administration Division)

Notable Bids monthly status update

December 2025

BID NO.	DESCRIPTION	DATE ADVERTISED	BID OPENING	STATUS (as of 12/31/2025)
Re-Bid GPA-107-24	Electric Vehicle (EV) Charging Stations	03/18/2025 03/25/2025	05/14/2025 11:00 am	14-day protest period ends on 01/13/2026.
GPA-044-25	Data Transport Fiber Air	04/15/2025 04/22/2025	05/13/2025 10:00 am	On-hold: Pending IT&E acknowledgement of Lift of Stay letter.
GPA-047-25	T-7 Transformer Replacement (Design/Build)	07/08/2025 07/15/2025	09/12/2025 9:00 am	Pending vendor acknowledgement of Notice to Proceed letter and OP.
GPA-001-26	Automotive Ultra-Low Sulfur Diesel (ULSD) Fuel Oil No. 2 and Regular Unleaded Automotive Gasoline For Transportation Fleet	10/14/2025 10/21/2025	11/06/2025 11:00 am	Pending vendor acknowledgement of OP.
GPA-002-26	Elevator Repair Services	12/16/2025 12/23/2025	01/07/2026 9:00 am	Pending bid opening on 01/07/2026.
GPA-003-26	On-Site Maintenance and Repair of the Macheche Substation's T90 Power Transformers On-Load Tap Changer (OLTC)	10/26/2025 10/30/2025	01/07/2025 10:00 am	Pending bid opening on 01/07/2026.
GPA-007-26	Point of Sale (POS) System	12/02/2025 12/09/2025	12/31/2025 11:00 am	Pending submission of bid committee selection memo.
GPA-011-26	Fadian Headquarters Enterprise Class Adaptive Security Firewall	12/02/2025 12/09/2025	12/18/2025 10:00 am	Preparing OP for budget certification.

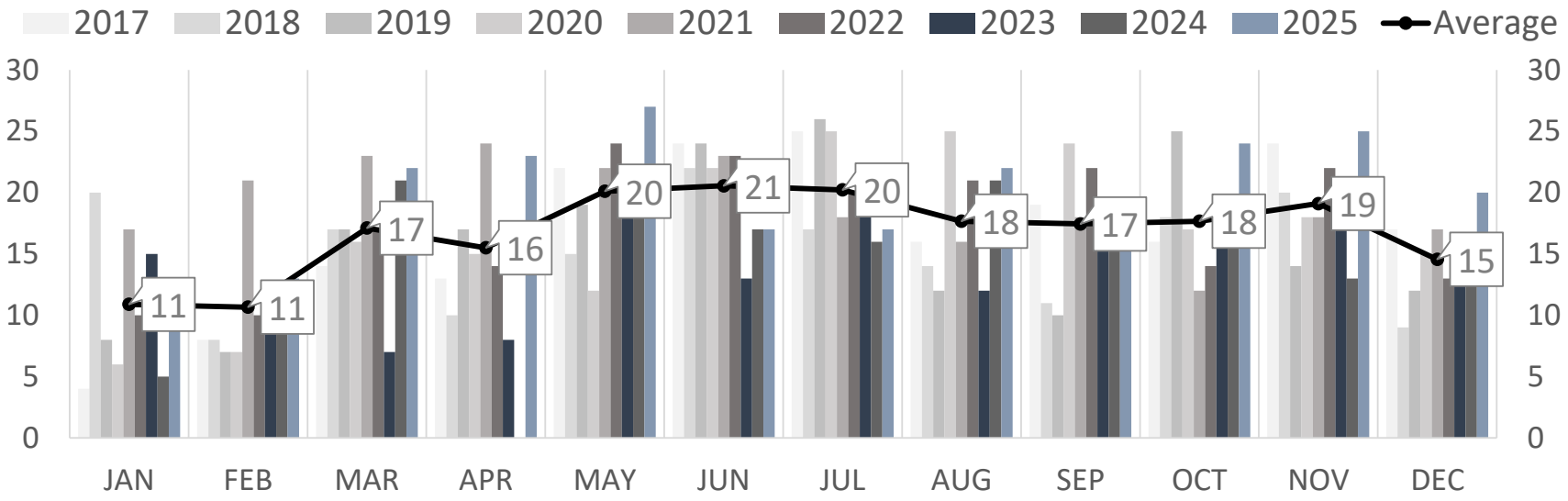
Procurement (Administration Division)

Bid Protests & Appeals Status

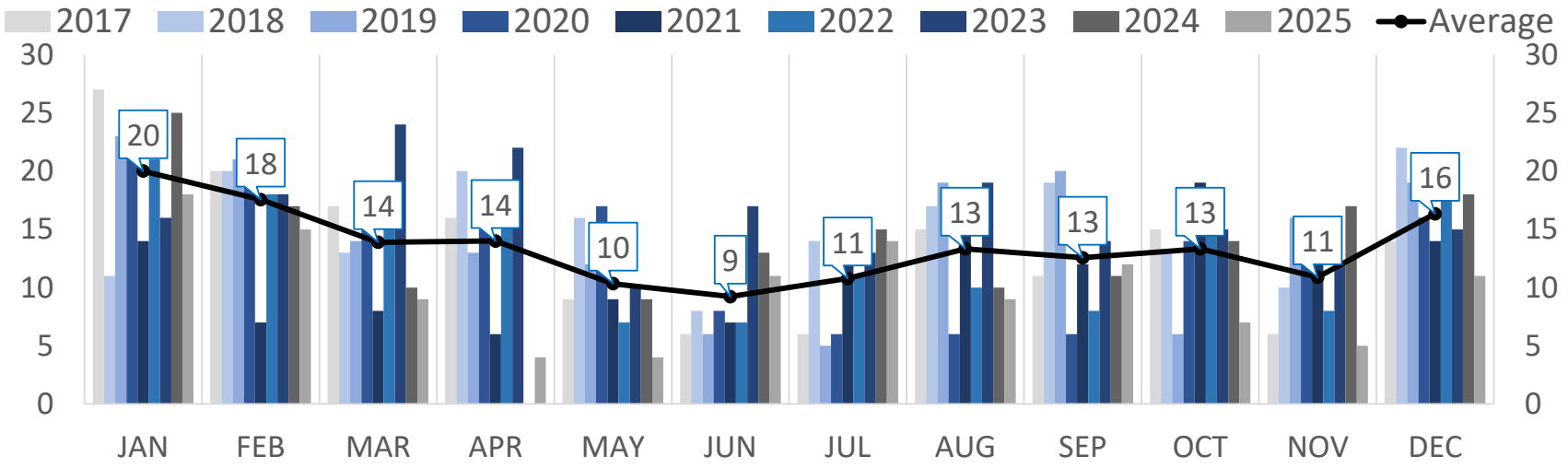
December 2025

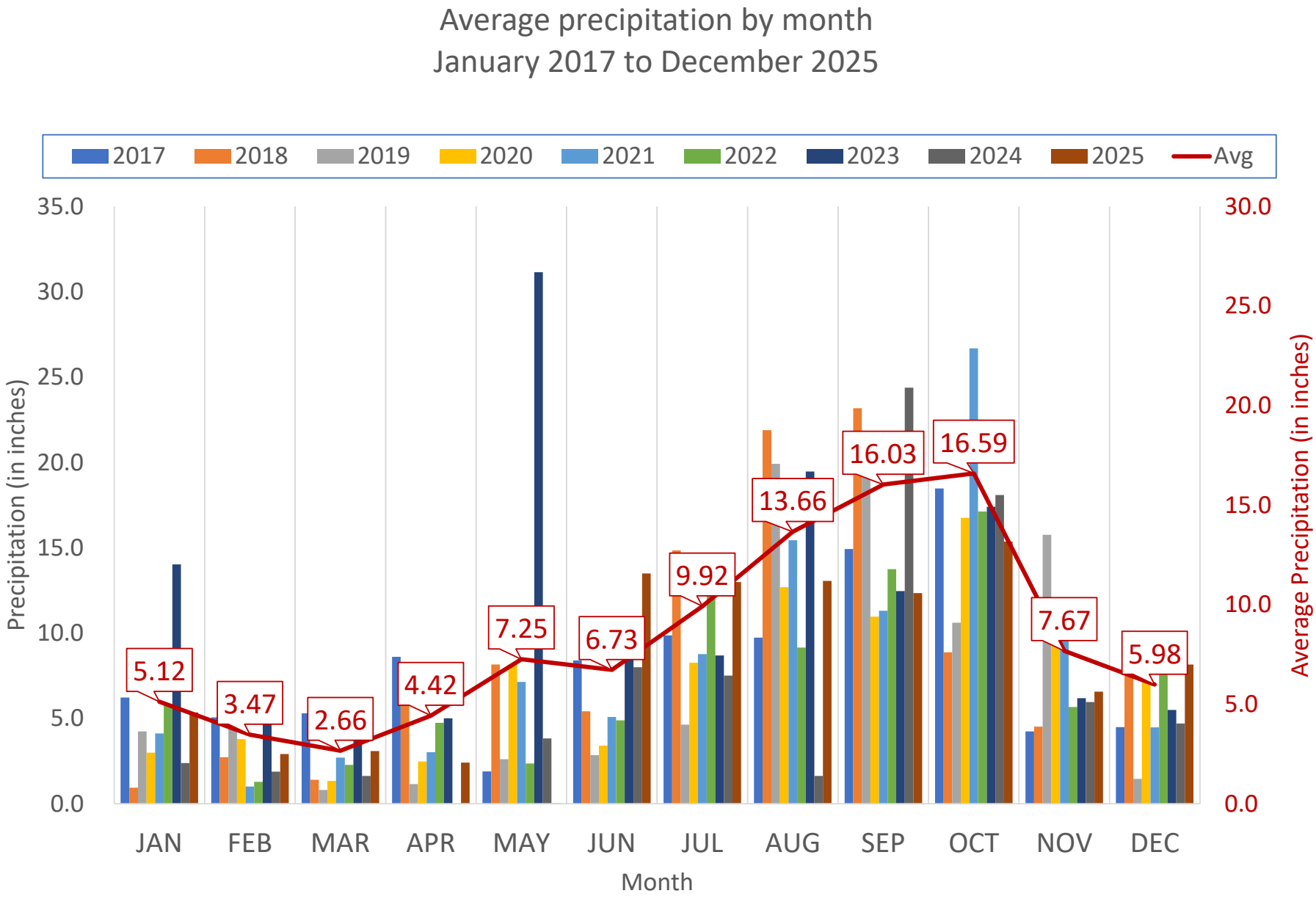
	IFB, MS BID, or RFP	Bid Number	Description	Filer	Stay of Procurement Issue Date	Stay of Procurement Lift Date	Status / Comments
PROTESTS	IFB	GPA-044-25	Data Transport Fiber Air	IT&E	10/17/2025	12/29/2025	Pending acknowledgement of Lift of Stay letter from bidder (IT&E)
	IFB	GPA-069-25	Predictive Based Maintenance to Identify Anomalies on Overhead Power Line and Substation Components	America's Best Electricmart, Inc.	11/25/2025		Pending legal determination

Average Fair Days
2017 to 2025 (December)



Average Cloudy (includes partially cloudy and cloudy days)
2017 to 2025 (December)



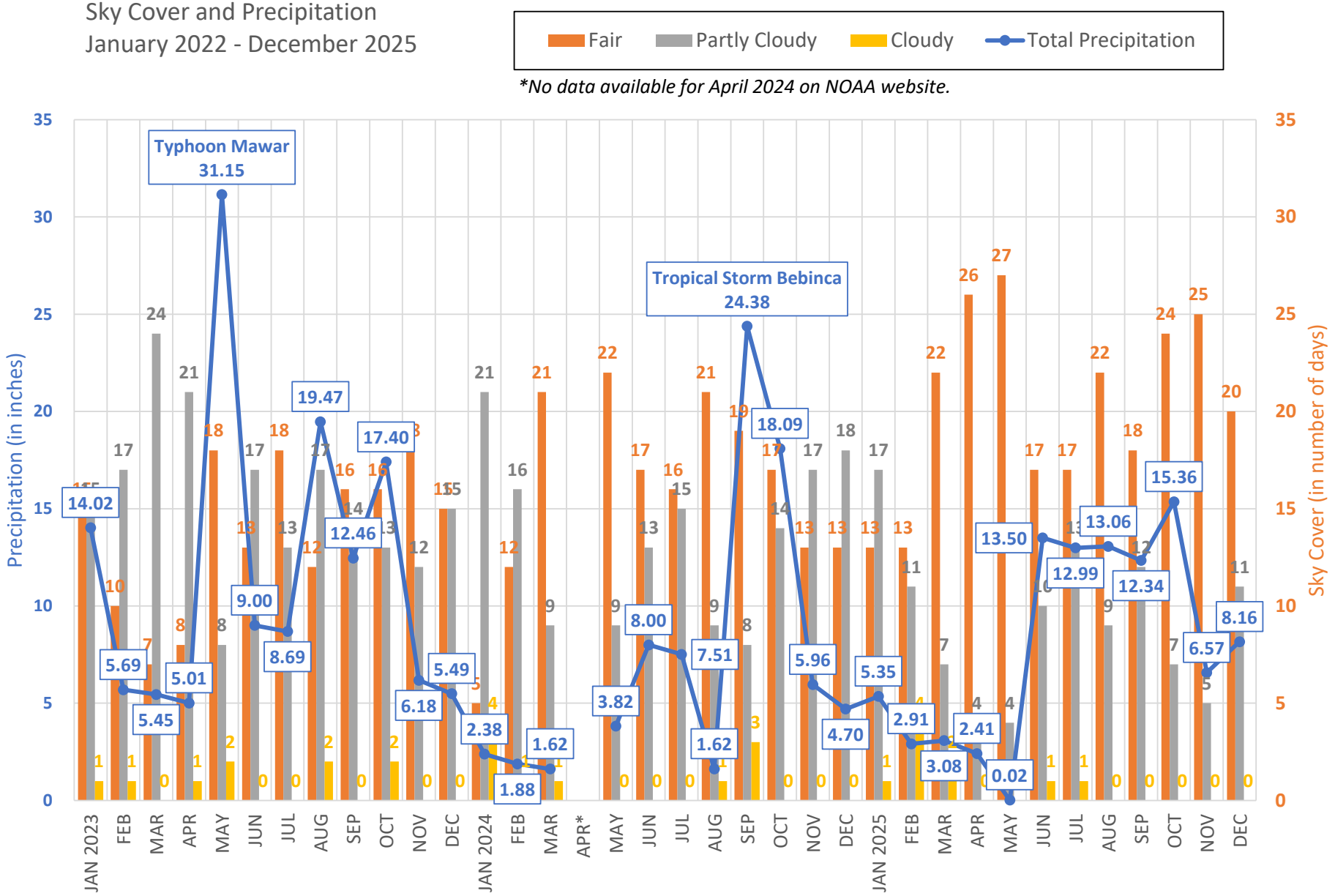


*May 2023 - Typhoon Mawar

** October 2021 - No heavy-hitting tropical cyclones during this record-breaking month, just steady showers

Guam Climate Summary

Sky Cover and Precipitation
January 2022 - December 2025



GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to December 31, 2025 and payments as of 01/15/2026

Current (12/31/2025 billing due 01/31/2026)
31 days Arrears (11/30/2025 billing due 12/31/2025)
61 days and over Arrears (10/31/25 billing due 11/30/2025)

CC&B New Acct Number		DEPARTMENT	BALANCE 11/30/2025	CANCEL/REBILL 01/15/2026	BILLING 12/31/2025	PAYMENT UP TO 01/15/2026	BALANCE 12/31/2025	CC&B BALANCE 01/15/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
Line Agencies														
3404311949	LINE AGENCIES	Guam Environmental Protect	12,222.93	-	5,853.68	(6,329.17)	11,747.44	**11,747.44**	5,853.68	5,893.76	-	-	-	11,747.44
4554808900	LINE AGENCIES	Nieves Flores Library	18,442.12	-	9,706.31	(28,148.43)	9,706.31	-	-	-	-	-	-	-
6069461950	LINE AGENCIES	Dept of Youth Affairs (Federal)	554.31	-	179.79	(371.68)	362.42	**362.42**	179.79	182.63	-	-	-	362.42
6293410000	LINE AGENCIES	Office of the Governor	48,406.40	-	23,154.58	(48,406.40)	23,154.58	**23,154.58**	23,154.58	-	-	-	-	23,154.58
6841080463	LINE AGENCIES	Guam Behavioral Health & Wellness	9,050.18	-	4,429.88	(9,050.18)	8,972.97	**4,429.88**	4,429.88	-	-	-	-	4,429.88
7928924534	LINE AGENCIES	Guam Visitors Bureau	9,655.95	-	4,705.65	(4,943.84)	9,417.76	**9,417.76**	4,705.65	4,712.11	-	-	-	9,417.76
3227759982	LINE AGENCIES	Mental Health/Subst.	98,174.80	-	47,628.31	(98,174.80)	95,590.68	**47,628.31**	47,628.31	-	-	-	-	47,628.31
7813165805	LINE AGENCIES	Pacific Energy Resource Center	-	-	-	-	-	-	-	-	-	-	-	-
0847906629	LINE AGENCIES	GUAM ENERGY OFFICE	380.16	-	244.69	(380.17)	524.48	**244.68**	244.68	-	-	-	-	244.68
2913461537	LINE AGENCIES	Dept. of Youth Affair* (Local)	22,566.97	-	10,402.77	(11,374.24)	21,595.50	**21,595.50**	10,402.77	11,192.73	-	-	-	21,595.50
9743209415	LINE AGENCIES	Dept. of Youth Affair* (Local) (NET METERED)	3,118.88	-	1,266.80	(1,907.09)	2,478.59	**2,478.59**	1,266.80	1,211.79	-	-	-	2,478.59
1073430238	LINE AGENCIES	Dept. of Corrections	140,935.54	-	68,465.69	(209,401.23)	68,465.69	-	-	-	-	-	-	-
3558733700	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village (NET METER)	2,628.00	-	1,443.83	(4,071.83)	1,443.83	-	-	-	-	-	-	-
1099514147	LINE AGENCIES	Dept of Chamorro Affairs/Repository	712.91	-	504.62	(1,217.53)	504.62	-	-	-	-	-	-	-
9541109130	LINE AGENCIES	General Services Agency	532.00	-	262.85	(794.85)	262.85	-	-	-	-	-	-	-
7663706771	LINE AGENCIES	Yona Senior Citizen Center	1,611.24	-	775.49	(1,611.24)	2,386.73	**775.49**	775.49	-	-	-	-	775.49
8564647941	LINE AGENCIES	DOA Supply Mgmt (NET METERED)	2,520.70	-	1,220.86	(3,741.56)	1,220.86	-	-	-	-	-	-	-
0070861777	LINE AGENCIES	Veteran Affairs	5,901.45	-	2,775.68	(5,901.45)	2,775.68	**2,775.68**	2,775.68	-	-	-	-	2,775.68
5247210000	LINE AGENCIES	Mayors Council	4,294.74	-	2,110.30	(2,048.65)	6,234.92	**4,356.39**	2,110.30	2,088.02	158.07	-	-	4,356.39
4129948191	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village	6,860.17	-	3,442.82	(10,302.99)	3,442.82	-	-	-	-	-	-	-
4211873236	LINE AGENCIES	Dept. of Administration	25,732.82	-	12,747.38	(18,791.20)	37,438.23	**19,689.00**	12,747.38	6,941.62		-	-	19,689.00
3465074850	LINE AGENCIES	Dept. of Administration (NET METERED)	31.18	25.00	14.16	-	45.34	**70.34**	39.16	14.16	17.02	-	-	70.34
1621790133	LINE AGENCIES	DOA-Data Processing	22,328.28	-	10,843.51	(33,171.79)	10,843.51	-	-	-	-	-	-	-
1595188609	LINE AGENCIES	Dept. of Agriculture	25,720.63	-	11,881.04	(21,156.53)	16,586.93	**16,445.14**	11,881.04	4,564.10	-	-	-	16,445.14
8300435373	LINE AGENCIES	Civil Defense (Military Affairs)	13,972.86	-	5,766.30	-	19,739.16	**19,739.16**	5,766.30	6,729.40	7,243.46	-	-	19,739.16
0453170939	LINE AGENCIES	Guam Fire Department	35,392.81	400.65	17,611.27	(53,404.73)	53,004.08	-	-	-	-	-	-	-
8555858369	LINE AGENCIES	Dept of Chamorro Affairs (Guam Museum)	56,162.10	-	27,519.89	(78,421.65)	27,519.97	**5,260.34**	5,260.34	-	-	-	-	5,260.34
1896187753	LINE AGENCIES	Dept. of PH&SS	69,080.52	-	32,275.27	(14,247.01)	97,686.56	**87,108.78**	32,275.27	33,747.43	21,086.08	-	-	87,108.78
0040515913	LINE AGENCIES	Dept. of Parks & Rec.	34,233.75	-	16,237.24	(17,140.40)	33,330.59	**33,330.59**	16,237.24	16,812.95	280.40	-	-	33,330.59
2535590089	LINE AGENCIES	DPW-FAC Adm Account	25,068.71	-	11,981.23	(37,049.94)	11,981.23	-	-	-	-	-	-	-
6504086567	LINE AGENCIES	DPW-FAC Adm Account (NET METERED)	27,399.95	-	13,455.72	(40,855.67)	13,455.72	-	-	-	-	-	-	-
7252821074	LINE AGENCIES	Dept. of Education	1,868,428.94	-	849,928.72	(1,882,628.40)	1,759,392.16	**835,729.26**	835,729.26	-	-	-	-	835,729.26
1877091993	DEPARTMENT OI	Dept. of Education (NET METERED)	16,535.49	-	7,292.60	(16,535.49)	15,474.62	**7,292.60**	7,292.60	-	-	-	-	7,292.60
0266069082	LINE AGENCIES	Guam Police Department	89,637.06	-	44,427.12	(134,064.18)	44,427.12	-	-	-	-	-	-	-
		Sub-total	**2,698,294.55**	**425.65**	**1,250,556.05**	**(2,795,644.32)**	**2,411,213.95**	**1,153,631.93**	**1,030,756.20**	**94,090.70**	**28,785.03**	**-**	**-**	**1,153,631.93**
Mayors														
6393530237	MAYORS	Hagatna Mayor	1,297.58	-	602.29	(1,297.58)	602.29	**602.29**	602.29	-	-	-	-	602.29
4469579998	MAYORS	Merizo Mayor	2,637.37	-	1,265.84	(2,637.87)	3,151.82	**1,265.34**	1,265.34	-	-	-	-	1,265.34
1880297633	MAYORS	Talofofo Mayor	3,477.40	-	1,911.95	(3,477.40)	1,911.95	**1,911.95**	1,911.95	-	-	-	-	1,911.95
0492244686	MAYORS	Asan/Maina/Adelup Mayor	3,058.55	-	1,411.06	(3,058.55)	1,411.06	**1,411.06**	1,411.06	-	-	-	-	1,411.06
3293808984	MAYORS	Piti Mayor	1,409.47	-	896.24	(1,409.47)	896.24	**896.24**	896.24	-	-	-	-	896.24
7202265287	MAYORS	Umatac Mayor	1,876.49	-	1,139.74	(1,876.49)	1,139.74	**1,139.74**	1,139.74	-	-	-	-	1,139.74
1837525565	MAYORS	Yona Mayor	5,005.99	-	2,942.26	(5,005.99)	2,942.26	**2,942.26**	2,942.26	-	-	-	-	2,942.26
5763167341	MAYORS	Barrigada Mayors Office	5,886.91	-	3,030.42	(5,886.91)	3,030.42	**3,030.42**	3,030.42	-	-	-	-	3,030.42
8715052935	MAYORS	Mongmong/Toto/Maite Mayor	2,383.58	-	1,445.88	(2,383.58)	1,445.88	**1,445.88**	1,445.88	-	-	-	-	1,445.88
7037924246	MAYORS	Yigo Mayor	7,164.32	-	3,371.78	(7,164.32)	5,256.73	**3,371.78**	3,371.78	-	-	-	-	3,371.78
8433959204	MAYORS	Sinajana Mayor	9,380.95	-	4,991.81	(9,380.95)	4,991.81	**4,991.81**	4,991.81	-	-	-	-	4,991.81
8472200165	MAYORS	Agana Hts. Mayor	10,966.64	-	5,839.28	(10,966.64)	7,423.62	**5,839.28**	5,839.28	-	-	-	-	5,839.28
3832327736	MAYORS	Santa Rita Mayor	7,298.94	-	3,311.00	(7,298.94)	7,483.30	**3,311.00**	3,311.00	-	-	-	-	3,311.00
3631627996	MAYORS	Mangilao Mayor	4,609.46	-	2,428.96	(4,609.46)	4,741.09	**2,428.96**	2,428.96	-	-	-	-	2,428.96
8041715847	MAYORS	Dededo Mayor	11,895.27	-	6,039.06	(11,895.27)	10,403.90	**6,039.06**	6,039.06	-	-	-	-	6,039.06
6957205325	MAYORS	Tamuning Mayor	11,428.67	-	5,599.38	(11,428.67)	13,243.18	**5,599.38**	5,599.38	-	-	-	-	5,599.38
6078244037	MAYORS	Inarajan Mayor	11,111.49	(813.86)	5,305.29	(11,111.49)	5,305.29	**4,491.43**	4,491.43	-	-	-	-	4,491.43
7247791682	MAYORS	Agat Mayor	6,666.63	-	3,499.16	(6,666.63)	3,499.16	**3,499.16**	3,499.16	-	-	-	-	3,499.16
9351070242	MAYORS	Ordot/Chalan Pago Mayor	10,368.57	-	4,572.72	(10,368.57)	4,572.72	**4,572.72**	4,572.72	-	-	-	-	4,572.72
		Sub-total	**117,924.28**	**(813.86)**	**59,604.12**	**(117,924.78)**	**83,452.46**	**58,789.76**	**58,789.76**	**-**	**-**	**-**	**-**	**58,789.76**
DPW Accounts														
0832698062	DPW ACCOUNTS	DPW-Signal Lights	14,047.78	-	8,059.00	(7,140.68)	14,966.10	**14,966.10**	8,059.00	6,907.10	-	-	-	14,966.10
0930959866	DPW ACCOUNTS	DPW- Primary St. Lights	143,398.24	9,357.87	71,757.12	(223,913.23)	71,836.20	**600.00**	600.00	-	-	-	-	600.00
3045433600	DPW ACCOUNTS	DPW-Village St. Lights	699,850.18	3,837.40	347,784.11	(1,051,471.69)	347,784.11	-	-	-	-	-	-	-
3088040552	DPW ACCOUNTS	DPW-Sec/Coll St. Lights	38,847.94	-	19,252.43	(58,100.37)	19,252.43	-	-	-	-	-	-	-
		Sub-total	**896,144.14**	**13,195.27**	**446,852.66**	**(1,340,625.97)**	**453,838.84**	**15,566.10**	**8,659.00**	**6,907.10**	**-**	**-**	**-**	**15,566.10**
Autonomous/Public Corp														
0838495949	AUTONOMOUS/P	Guam Waterworks Authority	2,726,423.70	-	1,373,191.77	(2,726,423.70)	1,373,191.77	**1,373,191.77**	1,373,191.77	-	-	-	-	1,373,191.77
1540692986	AUTONOMOUS/P	Retirement Fund	5,729.87	-	5,276.51	(11,006.38)	5,276.51	-	-	-	-	-	-	-
4075914809	AUTONOMOUS/P	GPA	-	(91,463.97)	91,463.97	-	-	-	-	-	-	-	-	-
5357510000	AUTONOMOUS/P	University of Guam (NET METERED)	211,020.64	-	100,634.34	(211,020.64)	204,823.20	**100,634.34**	100,634.34	-	-	-	-	100,634.34
6518220019	AUTONOMOUS/P	Guam Community College	26,998.02	-	22,950.42	(26,998.02)	22,950.42	**22,950.42**	22,950.42	-	-	-	-	22,950.42
7736362694	AUTONOMOUS/P	Guam Airport Authority	916,520.55	-	457,304.98	(916,520.55)	457,304.98	**457,304.98**	457,304.98	-	-	-	-	457,304.98
8302377726	AUTONOMOUS/P	Guam Memorial Hospital	84,760.10	-	28,533.20	(84,760.10)	28,533.20	**28,533.20**	28,533.20	-	-	-	-	28,533.20
8426836906	AUTONOMOUS/P	Guam Memorial Hospital (NET METERED)	482,684.10	-	165,371.42	(482,684.10)	165,371.42	**165,371.42**	165,371.42	-	-	-	-	165,371.42
9157510000	AUTONOMOUS/P	Guam Community College (NET METERED)	50,344.08	-	49,537.17	(50,344.08)	49,537.17	**49,537.17**	49,537.17	-	-	-	-	49,537.17
0563872892	AUTONOMOUS/P	Guam Housing Corp Rental Division	1,477.71	25.00	1,449.68	(1,477.71)	1,449.68	**1,474.68**	1,474.68	-	-	-	-	1,474.68
9173210000	AUTONOMOUS/P	Guam Solid Waste Authority	6,657.25	-	6,002.94	(6,657.25)	6,002.94	**6,002.94**	6,002.94	-	-	-	-	6,002.94
5434075703	AUTONOMOUS/P	University of Guam	326,906.62	50.00	160,408.42	(326,906.62)	323,123.66	**160,458.42**	160,458.42	-	-	-	-	160,458.42
1699407298	AUTONOMOUS/P	G H U R A	49,457.29	8.51	27,157.89	(49,457.29)	27,157.89	**27,166.40**	27,166.40	-	-	-	-	27,166.40
4474308144	AUTONOMOUS/P	Port Authority of Guam	177,287.99	-	90,308.07	(177,287.99)	176,944.22	**90,308.07**	90,308.07	-	-	-	-	90,308.07
		Sub-total	**5,066,267.92**	**(91,380.46)**	**2,579,590.78**	**(5,071,544.43)**	**2,841,667.06**	**2,482,933.81**	**2,482,933.81**	**-**	**-**	**-**	**-**	**2,482,933.81**

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to December 31, 2025 and payments as of 01/15/2026

Current (12/31/2025 billing due 01/31/2026)
31 days Arrears (11/30/2025 billing due 12/31/2025)
61 days and over Arrears (10/31/25 billing due 11/30/2025)

CC&B New Acct Number		DEPARTMENT	BALANCE 11/30/2025	CANCEL/REBILL 01/15/2026	BILLING 12/31/2025	PAYMENT UP TO 01/15/2026	BALANCE 12/31/2025	CC&B BALANCE 01/15/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
		Others												
3209463043	OTHERS	Dept. of Military Affairs (NET METERED)	67,457.26	-	29,944.80	(67,457.26)	97,402.06	**29,944.80**	29,944.80	-	-	-	-	29,944.80
4530787043	OTHERS	U.S. Post Office	40,629.74	-	40,834.87	(81,464.61)	40,834.87	**-**	-	-	-	-	-	-
6000770566	OTHERS	KGTF	10,393.26	-	5,343.71	-	15,736.97	**15,736.97**	5,343.71	5,511.79	4,863.47	18.00	-	15,736.97
6602566745	OTHERS	Tamuning Post Office	5,259.67	-	5,011.10	(10,270.77)	5,011.10	**-**	-	-	-	-	-	-
7541928173	OTHERS	Guam Legislature	695.40	-	586.61	(695.40)	586.61	**586.61**	586.61	-	-	-	-	586.61
8108458168	OTHERS	Guam Post Office (Agana)	6,559.35	-	6,709.81	(13,269.16)	6,709.81	**-**	-	-	-	-	-	-
8353274954	OTHERS	Superior Court of Guam	117,427.78	-	57,996.87	(175,424.65)	57,996.87	**-**	-	-	-	-	-	-
8607446612	OTHERS	Dept. of Military Affairs	93,125.79	-	46,235.40	(93,125.79)	139,361.19	**46,235.40**	46,235.40	-	-	-	-	46,235.40
8972267005	OTHERS	Customs & Quarantine Agency	2,926.75	-	1,277.57	(2,926.75)	4,204.32	**1,277.57**	1,277.57	-	-	-	-	1,277.57
9503154359	OTHERS	Guam Legislature (NET METERED)	9,232.99	-	9,586.92	(9,232.99)	9,586.92	**9,586.92**	9,586.92	-	-	-	-	9,586.92
		Sub-total	**353,707.99**	**-**	**203,527.66**	**(453,867.38)**	**377,430.72**	**103,368.27**	**92,975.01**	**5,511.79**	**4,863.47**	**18.00**	**-**	**103,368.27**
Grand Total			**9,132,338.88**	**(78,573.40)**	**4,540,131.27**	**(9,779,606.88)**	**6,167,603.03**	**3,814,289.87**	**3,674,113.78**	**106,509.59**	**33,648.50**	**18.00**	**-**	**3,814,289.87**

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
November 2025

Attached are the financial statements and supporting schedules for the month and fiscal year ended November 30, 2025.

Summary
The increase in net assets for the month ended was $363 thousand compared to the anticipated net decrease of $2.4 million projected at the beginning of the year. The total kWh sales for the month were 5.96% more than projected sales and non-fuel revenues were $3.8 million less than the projected amount of $17.4 million. This was primarily due to the delay in the base rate case proceedings. The O&M expenses for the month were $7.6 million, which $0.6 million more than our projections for the month. Other expenses for the month such as interest expense, IPP costs, (net of interest income and other income) totaled to $2.7 million, which was $247 thousand more than projected amounts. There were no other significant departures from the budget during the period.

Analysis

Description	**Previous Month**	**Current Month**	**Target**
Quick Ratio	1.97	1.67	2
Days in Receivables	33	41	52
Days in Payables	35	36	30
LEAC (Over)/Under Recovery Balance -YTD	$12,574,227	$18,811,631	$1,079,062
T&D Losses	6.18%	6.19%	<7.00%
Debt Service Coverage	1.52	1.52	1.75
Long-term equity ratio	7.42%	7.57%	30 – 40%
Days in Cash	94	100	60

The Quick Ratio, which has been a challenge for GPA historically, has declined over the last few months. This is primarily due to the reduced cash collections from the Navy due to the federal shutdown. A has current obligations of approximately $93 million and approximately $155 million in cash and current receivables. The LEAC under-recovery for the month was $6.2 million. Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statements
November 2025

Significant Assumptions

The significant assumptions in the financial statements are as follows:

- Accrual cutoff procedures were performed at month end
- An inventory valuation is performed at year-end only
- Accounts Receivable includes accruals based on prior months' usage.

Prepared by:	Reviewed by:	Approved by:
Lenora M. Sanz	John J.E. Kim	John M. Benavente, P.E.
Controller	Chief Financial Officer	General Manager

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Net Position
November 30, 2025 and September 30, 2025

	Unaudited November 2025	Unaudited September 2025	Change from Sept 30 2025
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	$ 8,874,144	$ 29,628,685	$ (20,754,541)
Bond indenture funds	34,808,709	42,389,727	(7,581,018)
Held by Guam Power Authority:			
Bond indenture funds	67,290,752	64,708,345	2,582,407
Self insurance fund-restricted	16,823,221	14,504,340	2,318,881
Energy sense fund	1,850,138	4,370,293	(2,520,155)
Total cash and cash equivalents	129,646,963	155,601,389	(25,954,426)
Accounts receivable, net	53,452,093	38,355,181	15,096,912
Total current receivables	53,452,093	38,355,181	15,096,912
Materials and supplies inventory	14,934,069	14,601,877	332,193
Fuel inventory	77,112,367	73,277,545	3,834,822
Prepaid expenses	12,382,676	3,273,851	9,108,824
Total current assets	287,528,168	285,109,843	2,418,325
Utility plant, at cost:			
Electric plant in service	1,265,780,932	1,264,223,919	1,557,013
Construction work in progress	25,846,942	23,572,327	2,274,614
Total	1,291,627,874	1,287,796,247	3,831,627
Less: Accumulated depreciation	(836,926,144)	(831,331,860)	(5,594,284)
Total utility plant	454,701,729	456,464,386	(1,762,657)
Lease asset	1,160,456	1,160,456	0
Other non-current assets:			
Investments - restricted	38,564,051	38,585,291	(21,240)
Unamortized debt issuance costs			0
Total other non-current assets	38,564,051	38,585,291	(21,240)
Total assets	781,954,404	781,319,976	634,428
Deferred outflow of resources:			
Deferred fuel revenue	18,811,631	11,667,761	7,143,870
Unamortized loss on debt refunding	8,545,380	8,721,822	(176,443)
Pension	20,135,066	20,135,066	0
Other post employment benefits	32,832,154	32,832,154	0
Unamortized forward delivery contract costs			0
Total deferred outflows of resources	80,324,231	73,356,804	6,967,427
	862,278,634	$ 854,676,779	$ 7,601,855

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
November 30, 2025 and September 30, 2025

	Unaudited November 2025	Unaudited September 2025	Change from Sept 30 2025
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			
Current liabilities:			
Current maturities of long-term debt	$ 17,350,000	$ 16,525,000	$ 825,000
Current obligations under capital leases			0
Accounts payable			
Operations	47,977,457	18,271,856	29,705,600
Others	4,539,522	4,202,149	337,372
Accrued payroll and employees' benefits	2,075,133	1,339,904	735,229
Current portion of employees' annual leave	2,425,650	2,408,940	16,710
Current portion of lease liability	1,005,258	1,005,258	0
Interest payable	6,797,608	13,927,908	(7,130,300)
Customer deposits	10,737,920	10,716,783	21,137
Total current liabilities	92,908,548	68,397,799	24,510,749
Regulatory liabilities:			
Provision for self insurance	19,673,882	19,331,659	342,223
Total regulatory liabilities	19,673,882	19,331,659	342,223
Long term debt, net of current maturities	421,841,753	439,431,630	(17,589,877)
Obligations under capital leases, net of current portion			0
Net Pension liability	78,507,573	78,897,269	(389,696)
Other post employment benefits liability	154,610,401	154,610,401	0
DCRS sick leave liability	1,790,894	1,790,894	0
Lease liability	155,198	155,198	0
Employees' annual leave net of current portion	1,723,317	1,723,317	0
Customer advances for construction	750,066	746,403	3,663
Total liabilities	771,961,632	765,084,571	6,877,061
Deferred inflows of resources:			
Unearned fuel revenue, net			0
Pension	7,826,304	7,826,304	0
Other post employment benefits	49,870,545	49,870,545	0
Total deferred inflows of resources	57,696,849	57,696,849	0
Commitments and contigencies			
Net Position:			
Net investment in capital assets	56,058,001	55,677,803	380,198
Restricted	24,886,955	54,874,343	(29,987,388)
Unrestricted	(48,324,802)	(78,656,786)	30,331,984
Total net position	32,620,154	31,895,360	724,794
	$ 862,278,634	$ 854,676,779	$ 7,601,855

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM
Statement of Revenues, Expenses and Changes in Net Assets

	November			Two months Ended November		
	Unaudited 2025	Unaudited 2024	% of change Inc (dec)	Unaudited 2025	Unaudited 2024	% of change Inc (dec)
Revenues						
Sales of electricity	$ 34,313,025	$ 45,107,518	(24)	$ 70,861,712	$ 91,118,966	(22)
DSM-Rebates				-	-	
Miscellaneous	278,841	84,606	230	519,908	1,630,466	(68)
Total	34,591,866	45,192,124	(23)	71,381,620	92,749,432	(23)
Bad debt expense	(107,917)	(107,917)	0	(215,834)	(215,833)	0
Total revenues	34,483,949	45,084,207	(24)	71,165,786	92,533,599	(23)
Operating and maintenance expenses						
Production fuel	20,782,661	32,111,762	(35)	43,673,788	64,978,699	(33)
Other production	1,962,777	1,638,656	20	3,318,956	3,245,701	2
	22,745,438	33,750,418	(33)	46,992,744	68,224,400	(31)
Depreciation	2,796,605	2,629,211	6	5,594,284	5,306,640	5
Energy conversion cost	1,742,387	1,725,156	1	3,350,641	3,382,093	(1)
Transmission & distribution	1,539,865	1,246,891	23	2,856,446	2,618,950	9
Customer accounting	526,177	557,404	(6)	1,194,072	1,274,415	(6)
Administrative & general	3,535,553	3,798,001	(7)	7,767,802	7,843,885	(1)
Total operating and maintenance expenses	32,886,026	43,707,082	(25)	67,755,990	88,650,383	(24)
Operating income	1,597,923	1,377,125	16	3,409,796	3,883,215	(12)
Other income (expenses)						
Interest income	380,591	422,313	(10)	803,861	821,215	(2)
Interest expense and amortization	(1,710,556)	(1,763,162)	(3)	(3,424,314)	(3,528,983)	(3)
Interest expense - lease				0	0	
Bond issuance costs	31,717	27,818	14	63,435	59,536	7
Change in Investment Value	76,341	77,636	(2)	(125,436)	(167,977)	(25)
Allowance for funds used during construction				0	0	
Pandemic-COVID19				0	0	
Losses due to typhoon	(10,631)	(1,443)	637	(11,366)	(2,223)	411
Operating Grant from GovGuam/US Gov	8,819			8,819	0	
Loss on Capital Asset Dsiposal/Writedown assets				0	0	
Other expense / Bad Debts Recovery				0	0	
Total other income (expenses)	(1,223,718)	(1,236,838)	(1)	(2,685,002)	(2,818,431)	(5)
Income (loss) before capital contributions	374,205	140,287	167	724,794	1,064,784	(32)
Capital contributions				0	0	
Increase (decrease) in net assets	374,205	140,287	167	724,794	1,064,784	(32)
Total net assets at beginning of period	32,245,951	19,889,393	62	31,895,361	18,964,895	68
Total net assets at end of period	$ 32,620,155	$ 20,029,680	63	$ 32,620,155	$ 20,029,680	63

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended November 30, 2025

	Month Ended 11/30/2025	YTD Ended 11/30/2025
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$ 25,161,833	$ 56,103,740
Cash payments to suppliers and employees for goods and services	31,950,874	49,095,376
Net cash provided by operating activities	($6,789,041)	7,008,364
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	$ 380,591	$ 803,861
Net cash provided by investing activities	380,591	803,861
Cash flows from non-capital financing activities		
Interest paid on short term debt	(2,527)	(10,490)
Provision for self insurance funds	$ (2,318,881)	$ (2,318,881)
Net cash provided by noncapital financing activities	(2,321,409)	(2,329,371)
Cash flows from capital and related financing activities		
Acquisition of utility plant	(2,246,851)	(3,831,627)
Principal paid on bonds and other long-term debt	-	(16,525,000)
Interest paid on bonds(net of capitalized interest)	76,341	(10,669,561)
Interest paid on capital lease obligations	-	-
Interest & principal funds held by trustee	(3,139,428)	20,754,541
Reserve funds held by trustee	(128,067)	21,240
Bond funds held by trustee	-	-
Principal payment on capital lease obligations	-	-
Grant from DOI/FEMA	-	-
Grant from GovGuam	8,819	8,819
Loss on Capital Asset Dsiposal/Writedown assets	-	-
Debt issuance costs/loss on defeasance	(119,939)	(239,877)
Net cash provided by (used in) capital and related financing activities	$ (5,549,124)	$ (10,481,465)
Net (decrease) increase in cash and cash equivalents	(14,278,982)	(4,998,612)
Cash and cash equivalents, beginning	$ 116,378,443	$ 107,098,072
Cash and cash equivalents-Funds held by GPA, November 30,2025	**$ 102,099,461**	**$ 102,099,460**

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended November 30, 2025

	Month Ended 11/30/2025	YTD Ended 11/30/2025
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$ 1,597,923	$ 3,409,796
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	2,796,605	5,594,284
Other expense	21,086	52,069
(Increase) decrease in assets:		
Accounts receivable	(9,336,278)	(15,096,912)
Materials and inventory	176,655	(332,193)
Fuel inventory	(1,628,099)	(3,834,822)
Prepaid expenses	(6,677,429)	(9,108,824)
Unamortized debt issuance cost	-	-
Deferred fuel revenue	(6,237,404)	(7,143,870)
Unamortized loss on debt refunding	88,221	176,443
Unamortized forward delivery contract costs	-	-
Lease asset	-	-
Increase (decrease) in liabilities:		
Accounts payable-operations	9,484,277	29,705,600
Accounts payable-others	2,606,254	2,857,527
Accrued payroll and employees' benefits	138,760	735,229
Provision for Self-Insurance	22,284	342,223
Net pension liability	(1,585)	(389,696)
Employees' annual leave + DCRS Sick Leave	28,507	16,710
Customers deposits	131,180	21,137
Customer advances for construction	-	3,663
Unearned fuel revenue, net	-	-
Net cash provided by operating activities	**$ (6,789,041)**	**$ 7,008,364**

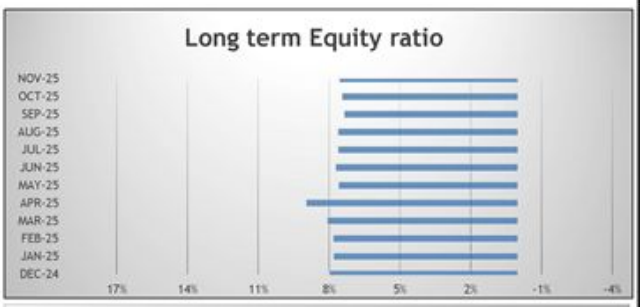
Guam Power Authority
Financial Analysis
11/30/25

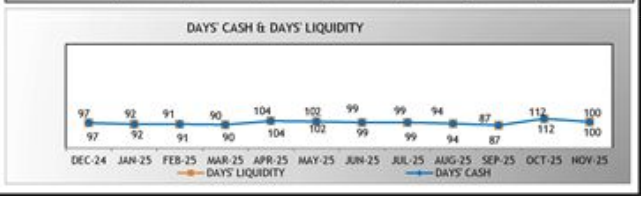
	Quick Ratio		
A	Reserve Funds Held by GPA		102,099,460
B	Current Accounts Receivable		53,062,720
C	Total Cash and A/R (A+B)		155,162,180
D	Total Current Liabilities		92,908,548
E	**Quick Ratio (F/G)**		**1.67**
	Days in Receivables		
A	FY 25 Moving 12 Mos.-Actual		474,030,030
B	No. of Days		365
C	Average Revenues per day (A/B)		1,298,712
D	Current Accounts Receivable		53,062,720
E	**Days in Receivables (D/C)**		**41**
	Days in Payables		
A	Average 12 mos Accounts Payable		36,309,437
B	No. of Days		61
C	Cost of Sales (YTD)		62,161,706
D	Average Cost of Sales **(C/B)**		1,019,044
E	**Days in Payables (A/D)**		**36**
	Long term equity ratio		
A	Equity	$	32,620,154
B	Total Long term Liability	$	398,551,167
C	Total Equity and liability	$	431,171,321
D	**Long term equity ratio (A/C)**		**7.57%**
	Days cash on hand		
A	Unresctricted cash & cash equivalents		102,099
B	No. of Days -YTD		61
C	A x B		6,228,067
D	Total Operating expenses excluding depreciation		62,162
E	**Days cash on hand**		**100**
	Days' Liquidity		
A	Unresctricted cash , cash equivalents & revolving Credit		102,099
B	No. of Days -YTD		61
C	A x B		6,228,067
D	Total Operating expenses excluding depreciation		62,162
E	**Days liquidity**		**100**











GPA 302

GUAM POWER AUTHORITY
ACCRUED REVENUE
NOVEMBER 2025

		FOR THE MONTH ENDED NOVEMBER		TWO MONTHS ENDED NOVEMBER	
		2025	2024	2025	2024
KWH SALES:					
Residential		47,343,448	43,655,124	92,104,390	86,598,752
Residential - Apt & Condo		689,323	652,904	1,353,849	1,284,863
Small Gen. Non Demand		5,877,607	5,439,700	11,944,075	11,305,782
Small Gen. Demand		17,153,788	17,615,990	34,105,182	35,777,119
Large General		21,095,283	19,452,953	42,596,683	39,190,511
Independent Power Producer		97,878	93,251	209,179	189,741
Private St. Lights		27,563	29,480	58,143	58,870
	Sub-total	92,284,889	86,939,401	182,371,501	174,405,637
Government Service:					
Small Non Demand		960,528	914,526	1,972,527	1,886,127
Small Demand		8,575,003	8,155,434	17,594,611	16,686,008
Large		4,494,185	4,987,294	9,318,795	10,085,379
Street Lighting		452,265	437,306	965,674	934,744
Sub-total		14,481,981	14,494,559	29,851,607	29,592,258
Total		106,766,871	101,433,961	212,223,108	203,997,896
U. S. Navy		31,556,227	27,821,569	63,455,059	55,490,938
GRAND TOTAL		138,323,098	129,255,529	275,678,166	259,488,833
REVENUE:					
Residential		11,821,058	15,646,632	23,107,446	31,044,565
Residential - Apt & Condo		167,430	227,468	329,087	447,919
Small Gen. Non Demand		1,610,763	2,219,792	3,444,121	4,602,711
Small Gen. Demand		4,527,350	6,608,309	9,138,123	13,482,358
Large General		5,419,104	7,052,081	10,967,640	14,199,173
Independent Power Producer		25,296	33,991	54,772	69,389
Private St. Lights		22,107	26,941	46,387	53,613
	Sub-total	23,593,108	31,815,215	47,087,576	63,899,727
Government Service:					
Small Non Demand		302,107	385,578	618,674	793,398
Small Demand		2,475,155	3,223,534	5,062,664	6,583,698
Large		1,208,535	1,883,388	2,493,595	3,805,385
Street Lighting		445,214	476,849	903,307	972,517
	Sub-total	4,431,011	5,969,349	9,078,240	12,154,998
	Total	28,024,119	37,784,563	56,165,816	76,054,725
U. S. Navy		6,286,965	7,322,954	14,695,896	15,064,241
GRAND TOTAL		34,311,084	45,107,518	70,861,712	91,118,966
NUMBER OF CUSTOMERS:					
Residential		45,815	45,871	45,799	45,926
Residential - Apt & Condo		5	5	5	5
Small Gen. Non Demand		4,589	4,536	4,583	4,540
Small Gen. Demand		892	915	887	917
Large General		99	87	99	87
Independent Power Producer		3	3	3	3
Private St. Lights		467	459	468	461
	Sub-total	51,870	51,876	51,844	51,939
Government Service:					
Small Non Demand		777	758	778	755
Small Demand		345	348	345	348
Large		21	28	21	28
Street Lighting		675	666	675	666
	Sub-total	1,818	1,800	1,818	1,797
	Total	53,688	53,676	53,662	53,736
US Navy		1	1	1	1
		53,689	53,677	53,663	53,737

GPA403

GUAM POWER AUTHORITY
ACCRUED REVENUE
12 MONTHS PERIOD ENDING NOVEMBER 30, 2025

	TWELVE MONTHS ENDED	NOVEMBER 2025	OCTOBER 2025	SEPTEMBER 2025	AUGUST 2025	JULY 2025	JUNE 2025	MAY 2025	APRIL 2025	MARCH 2025	FEBRUARY 2025	JANUARY 2025	DECEMBER 2024
KWH SALES:													
Residential	540,832,798	47,343,448	44,760,942	43,333,917	45,840,232	44,172,191	45,597,358	51,142,975	47,128,909	43,897,895	38,738,802	43,482,316	45,393,813
Residential - Apt & Condo	7,887,703	689,323	664,526	632,026	658,546	646,692	650,780	710,116	653,519	646,283	584,751	667,072	684,070
Small General Non Demand	69,605,320	5,877,607	6,066,468	5,614,630	6,011,934	5,894,320	5,854,910	6,424,352	5,900,220	5,597,529	5,092,670	5,615,327	5,655,352
Small General Demand	202,967,015	17,153,788	16,951,394	16,695,797	17,160,367	16,724,518	16,683,157	17,931,421	17,040,026	16,947,555	15,349,391	16,709,153	17,620,448
Large General	252,996,166	21,095,283	21,501,400	21,003,463	21,535,028	21,601,110	21,130,195	21,923,050	20,978,090	21,023,293	19,214,580	21,064,820	20,925,855
Independent Power Producer	1,216,928	97,878	111,301	109,920	93,560	90,731	93,481	105,548	124,635	99,302	90,551	99,063	100,957
Private Outdoor Lighting	357,838	27,563	30,579	29,658	29,431	29,262	34,612	33,854	28,515	27,102	30,160	29,213	27,888
Sub-Total	1,075,863,768	92,284,889	90,086,611	87,419,411	91,329,098	89,158,822	90,044,492	98,271,316	91,853,915	88,238,960	79,100,905	87,666,965	90,408,383
Government Service:													
Small Non Demand	10,346,070	960,528	1,011,999	922,285	889,892	852,233	813,017	925,303	848,640	756,145	772,516	775,058	818,453
Small Demand	104,347,538	8,575,003	9,019,608	8,575,542	9,004,058	8,593,307	8,531,310	9,426,405	8,863,414	8,968,063	7,900,374	8,517,574	8,372,879
Large	54,356,597	4,494,185	4,824,610	4,489,579	4,663,546	4,482,067	4,315,382	4,444,304	4,282,580	4,308,614	4,217,613	4,848,031	4,986,086
Street Lighting (Agencies)	5,556,731	452,265	513,409	478,935	487,230	466,910	435,460	465,194	465,125	420,200	437,075	467,540	467,387
Sub-Total	174,606,937	14,481,981	15,369,626	14,466,342	15,044,725	14,394,517	14,095,168	15,261,206	14,459,760	14,453,023	13,327,578	14,608,204	14,644,806
Total	1,250,470,704	106,766,871	105,456,237	101,885,753	106,373,824	103,553,340	104,139,661	113,532,523	106,313,675	102,691,983	92,428,483	102,275,169	105,053,188
U.S. Navy	351,226,767	31,556,227	31,898,832	29,651,646	29,709,031	29,797,744	28,387,982	31,068,085	28,935,350	27,122,454	25,667,390	28,815,657	28,616,370
Grand Total	1,601,697,471	138,323,098	137,355,069	131,537,399	136,082,855	133,351,084	132,527,643	144,600,608	135,249,024	129,814,436	118,095,873	131,090,826	133,669,559
			-	-	-	-	-	-	-	-	-	-	-
REVENUE:													
Residential	157,701,162	11,821,058	11,286,388	10,876,792	10,482,273	13,477,303	13,855,475	15,562,569	14,336,643	13,446,484	10,720,023	15,581,363	16,254,791
Residential - Apt & Condo	2,262,523	167,430	161,658	153,350	158,731	191,337	192,698	209,508	193,568	190,978	172,596	232,601	238,067
Small General Non Demand	23,440,925	1,610,763	1,833,357	1,659,886	1,640,512	2,082,666	2,052,126	2,251,339	2,070,572	1,992,074	1,660,145	2,285,354	2,302,131
Small General Demand	63,348,941	4,527,350	4,610,772	4,523,803	4,335,719	5,439,315	5,398,088	5,783,917	5,499,984	5,532,635	4,698,936	6,326,187	6,672,234
Large General	76,065,828	5,419,104	5,548,536	5,448,925	5,389,514	6,699,818	6,567,837	6,797,335	6,518,486	6,530,429	5,905,301	7,657,866	7,582,678
Independent Power Producer	370,343	25,296	29,477	29,445	24,488	28,042	30,223	33,719	39,106	30,656	28,194	35,504	36,194
Private Outdoor Lighting	307,368	22,107	24,280	24,054	23,735	24,812	30,707	29,834	24,490	24,447	26,298	26,750	25,854
Sub-Total	323,497,090	23,593,108	23,494,468	22,716,256	22,054,972	27,943,294	28,127,153	30,668,220	28,682,849	27,747,703	23,211,493	32,145,626	33,111,948
Government Service:													
Small Non Demand	3,719,410	302,107	316,568	291,158	280,954	316,916	303,125	340,958	314,995	282,839	290,128	331,141	348,521
Small Demand	34,648,931	2,475,155	2,587,509	2,297,658	2,763,747	2,936,121	2,918,306	3,190,229	3,022,032	3,054,862	2,739,954	3,357,588	3,305,770
Large	17,024,427	1,208,535	1,285,060	1,205,860	1,248,531	1,439,050	1,380,747	1,417,437	1,371,913	1,376,000	1,382,012	1,828,368	1,880,916
Street Lighting (Agencies)	5,508,214	445,214	458,093	458,415	443,791	460,538	451,578	459,080	459,008	447,344	452,612	486,385	486,156
Sub-Total	60,900,981	4,431,011	4,647,229	4,253,091	4,737,023	5,152,624	5,053,756	5,407,703	5,167,948	5,161,044	4,864,707	6,003,481	6,021,363
Total	384,398,071	28,024,119	28,141,697	26,969,348	26,791,995	33,095,918	33,180,909	36,075,923	33,850,797	32,908,747	28,076,200	38,149,107	39,133,311
U.S. Navy	89,631,959	6,286,965	8,408,931	7,580,092	6,793,047	7,847,803	7,545,107	8,492,368	7,884,513	7,336,676	6,647,430	7,349,057	7,459,968
Grand Total	474,030,030	34,311,084	36,550,628	34,549,440	33,585,042	40,943,722	40,726,017	44,568,291	41,735,310	40,245,423	34,723,630	45,498,164	46,593,279
			-	-	-	-	-	-	-	-	-	-	-
NUMBER OF CUSTOMERS:													
Residential	45,858	45,815	45,783	45,837	45,747	45,829	45,866	45,877	45,951	45,873	45,888	45,928	45,906
Residential - Apt & Condo	5	5	5	5	5	5	5	5	5	5	5	5	5
Small General Non Demand	4,577	4,589	4,577	4,580	4,588	4,575	4,579	4,586	4,582	4,572	4,572	4,580	4,546
Small General Demand	893	892	882	883	880	886	887	886	891	895	887	916	932
Large General	97	99	99	99	97	97	96	96	98	94	93	97	98
Independent Power Producer	3	3	3	3	3	3	3	3	3	3	3	3	3
Private Outdoor Lighting	464	467	469	473	473	477	467	459	458	456	457	456	457
Sub-Total	51,898	51,870	51,818	51,880	51,793	51,872	51,903	51,912	51,988	51,898	51,905	51,985	51,947
Government Service:													
Small Non Demand	769	777	778	776	771	774	777	768	763	766	757	753	762
Small Demand	349	345	344	344	344	344	351	349	349	350	357	348	358
Large	22	21	21	21	21	21	20	19	19	19	27	27	28
Street Lighting (Agencies)	668	675	675	674	672	664	664	665	665	665	665	665	665
Sub-Total	1,807	1,818	1,818	1,815	1,808	1,803	1,812	1,801	1,796	1,800	1,806	1,793	1,813
Total	53,705	53,688	53,636	53,695	53,601	53,675	53,715	53,713	53,784	53,698	53,711	53,778	53,760
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	53,706	53,689	53,637	53,696	53,602	53,676	53,716	53,714	53,785	53,699	53,712	53,779	53,761

GPA 303

GUAM POWER AUTHORITY
ACCRUED REVENUE
NOVEMBER 2025

LEAC 0.155495

RATE	NUMBER OF CUSTOMERS	KWH SALES	TOTAL REVENUE AMOUNT	C/KWH	BASE RATE REVENUE C/KWH	BASE RATE REVENUE AMOUNT	AVERAGE PER CUSTOMER KWH	AVERAGE PER CUSTOMER REVENUE	NON-FUEL C/KWH	NON-FUEL AMOUNT	OIL C/KWH	OIL AMOUNT
Month												
R Residential	45,815	47,343,448	$ 11,821,058	$ 24.96873	$ 24.96873	$ 11,821,058	1,033	$ 258	$ 9.41923	$ 4,459,389	$ 15.54950	$ 7,361,669
D Residential - Apt & Condo	5	689,323	$ 167,430	$ 24.28901	$ 24.28901	$ 167,430	137,865	$ 33,486	$ 8.73951	$ 60,243	$ 15.54950	$ 107,186
G Small Gen. Non Demand	4,589	5,877,607	$ 1,610,763	$ 27.40509	$ 27.40509	$ 1,610,763	1,281	$ 351	$ 11.85559	$ 696,825	$ 15.54950	$ 913,938
J Small Gen. Demand	892	17,153,788	$ 4,527,350	$ 26.39271	$ 26.39271	$ 4,527,350	19,231	$ 5,076	$ 10.84510	$ 1,860,346	$ 15.54761	$ 2,667,004
P Large General	99	21,095,283	$ 5,419,104	$ 25.68870	$ 25.68870	$ 5,419,104	213,084	$ 54,738	$ 10.23879	$ 2,159,902	$ 15.44991	$ 3,259,202
I Independent Power Producer	3	97,878	$ 25,296	$ 25.84416	$ 25.84416	$ 25,296	32,626	$ 8,432	$ 10.81006	$ 10,581	$ 15.03410	$ 14,715
H Private St. Lights	467	27,563	$ 22,107	$ 80.20585	$ 80.20585	$ 22,107	59	$ 47	$ 64.65635	$ 17,821	$ 15.54950	$ 4,286
Sub-Total	51,870	92,284,889	$ 23,593,108	$ 25.56552	$ 25.56552	$ 23,593,108	1,779	$ 455	$ 10.03968	$ 9,265,107	$ 15.52584	$ 14,328,001
Government Service:												
S Small Non Demand	777	960,528	$ 302,107	$ 31.45215	$ 31.45215	$ 302,107	1,236	$ 389	$ 15.90410	$ 152,763	$ 15.54805	$ 149,343
K Small Demand	345	8,575,003	$ 2,475,155	$ 28.86477	$ 28.86477	$ 2,475,155	24,855	$ 7,174	$ 13.31694	$ 1,141,928	$ 15.54783	$ 1,333,227
L Large	21	4,494,185	$ 1,208,535	$ 26.89108	$ 26.89108	$ 1,208,535	214,009	$ 57,549	$ 11.54581	$ 518,890	$ 15.34527	$ 689,645
F Street Lighting (Agencies)	675	452,265	$ 445,214	$ 98.44098	$ 98.44098	$ 445,214	670	$ 660	$ 82.89148	$ 374,889	$ 15.54950	$ 70,325
Sub-Total	1,818	14,481,981	$ 4,431,011	$ 30.59672	$ 30.59672	$ 4,431,011	7,966	$ 2,437	$ 15.11168	$ 2,188,471	$ 15.48503	$ 2,242,540
		106,766,871	$ 28,024,119									$ 16,570,541
U.S. Navy	1	31,556,227	$ 6,286,965	$ 19.92306	$ 19.92306	$ 6,286,965			$ 6.57507	$ 2,074,844	$ 13.34798	$ 4,212,120
TOTAL	**53,689**	**138,323,098**	**$ 34,311,084**	**$ 24.80503**	**$ 24.80503**	**$ 34,311,084**	**2,576**	**$ 639**	**$ 9.78031**	**$ 13,528,422**	**$ 15.02472**	**$ 20,782,661**
	-	-	$ -									
Two Months Ended November 2025												
R Residential	45,799	92,104,390	$ 23,107,446	$ 25.08832	$ 25.08832	$ 23,107,446	2,011	$ 505	$ 9.53882	$ 8,785,674	15.54950	$ 14,321,772
D Residential - Apt & Condo	5	1,353,849	$ 329,087	$ 24.30753	$ 24.30753	$ 329,087	270,770	$ 65,817	$ 8.75803	$ 118,571	15.54950	$ 210,517
G Small Gen. Non Demand	4,583	11,944,075	$ 3,444,121	$ 28.83539	$ 28.83539	$ 3,444,121	2,606	$ 751	$ 13.28589	$ 1,586,877	15.54950	$ 1,857,244
J Small Gen. Demand	887	34,105,182	$ 9,138,123	$ 26.79394	$ 26.79394	$ 9,138,123	38,450	$ 10,302	$ 11.24630	$ 3,835,571	15.54764	$ 5,302,552
P Large General	99	42,596,683	$ 10,967,640	$ 25.74764	$ 25.74764	$ 10,967,640	430,270	$ 110,784	$ 10.29650	$ 4,385,966	15.45114	$ 6,581,673
I Independent Power Producer	3	209,179	$ 54,772	$ 26.18443	$ 26.18443	$ 54,772	69,726	$ 18,257	$ 11.16317	$ 23,351	15.02126	$ 31,421
H Private St. Lights	468	58,143	$ 46,387	$ 79.78140	$ 79.78140	$ 46,387	124	$ 99	$ 64.23190	$ 37,346	15.54950	$ 9,041
Sub-Total	51,844	182,371,501	$ 47,087,576	$ 25.81959	$ 25.81959	$ 47,087,576	3,518	$ 908	$ 10.29402	$ 18,773,356	15.52557	$ 28,314,220
Government Service:												
S Small Non Demand	778	1,972,527	$ 618,674	$ 31.36455	$ 31.36455	$ 618,674	2,537	$ 796	$ 15.81650	$ 311,985	15.54805	$ 306,689
K Small Demand	345	17,594,611	$ 5,062,664	$ 28.77395	$ 28.77395	$ 5,062,664	51,073	$ 14,696	$ 13.22613	$ 2,327,086	15.54782	$ 2,735,578
L Large	21	9,318,795	$ 2,493,595	$ 26.75877	$ 26.75877	$ 2,493,595	443,752	$ 118,743	$ 11.41324	$ 1,063,576	15.34553	$ 1,430,019
F Street Lighting (Agencies)	675	965,674	$ 903,307	$ 93.54164	$ 93.54164	$ 903,307	1,431	$ 1,338	$ 77.99214	$ 753,150	15.54950	$ 150,157
Sub-Total	1,818	29,851,607	$ 9,078,240	$ 30.41123	$ 30.41123	$ 9,078,240	16,420	$ 4,994	$ 14.92649	$ 4,455,796	15.48474	$ 4,622,444
						$ 56,165,816						$ 32,936,664
U.S. Navy	1	63,455,059	$ 14,695,896	$ 23.15953	$ 23.15953	$ 14,695,896			$ 6.23870	$ 3,958,772	16.92083	$ 10,737,124
TOTAL	**53,663**	**275,678,166**	**$ 70,861,712**	**$ 25.70451**	**$ 25.70451**	**$ 70,861,712**	**5,137**	**$ 1,320**	**$ 9.86220**	**$ 27,187,924**	**15.84231**	**$ 43,673,788**
	-	-	$ -									
Twelve Months Ended November 2025												
R Residential	45,858	540,832,798	$ 157,701,162	$ 29.15895	$ 29.15895	$ 157,701,162	11,794	$ 3,439	$ 9.60033	$ 51,921,757	19.55862	$ 105,779,405
D Residential - Apt & Condo	5	7,887,703	$ 2,262,523	$ 28.68418	$ 28.68418	$ 2,262,523	1,577,541	$ 452,505	$ 8.70997	$ 687,017	19.97421	$ 1,575,506
G Small Gen. Non Demand	4,577	69,605,320	$ 23,440,925	$ 33.67692	$ 33.67692	$ 23,440,925	15,207	$ 5,121	$ 14.18260	$ 9,871,842	19.49432	$ 13,569,083
J Small Gen. Demand	893	202,967,015	$ 63,348,941	$ 31.21145	$ 31.21145	$ 63,348,941	227,265	$ 70,933	$ 11.54140	$ 23,425,235	19.67005	$ 39,923,706
P Large General	97	252,996,166	$ 76,065,828	$ 30.06600	$ 30.06600	$ 76,065,828	2,610,451	$ 784,858	$ 10.31375	$ 26,093,403	19.75225	$ 49,972,425
I Independent Power Producer	3	1,216,928	$ 370,343	$ 30.43263	$ 30.43263	$ 370,343	405,643	$ 123,448	$ 11.20853	$ 136,400	19.22410	$ 233,943
H Private St. Lights	464	357,838	$ 307,368	$ 85.89585	$ 85.89585	$ 307,368	771	$ 662	$ 65.91325	$ 235,863	19.98260	$ 71,505
Sub-Total	51,898	1,075,863,768	$ 323,497,090	$ 30.06859	$ 30.06859	$ 323,497,090	20,731	$ 6,233	$ 10.44477	$ 112,371,516	19.62382	$ 211,125,573
Government Service:												
S Small Non Demand	769	10,346,070	$ 3,719,410	$ 35.94997	$ 35.94997	$ 3,719,410	13,463	$ 4,840	$ 16.20240	$ 1,676,312	19.74757	$ 2,043,098
K Small Demand	349	104,347,538	$ 34,648,931	$ 33.20532	$ 33.20532	$ 34,648,931	299,347	$ 99,399	$ 13.26325	$ 13,839,877	19.94207	$ 20,809,054
L Large	22	54,356,597	$ 17,024,427	$ 31.31989	$ 31.31989	$ 17,024,427	2,470,754	$ 773,838	$ 11.57336	$ 6,290,883	19.74653	$ 10,733,544
F Street Lighting (Agencies)	668	5,556,731	$ 5,508,214	$ 99.12688	$ 99.12688	$ 5,508,214	8,321	$ 8,248	$ 79.20495	$ 4,401,206	19.92192	$ 1,107,008
Sub-Total	1,807	174,606,937	$ 60,900,981	$ 34.87890	$ 34.87890	$ 60,900,981	96,633	$ 33,704	$ 15.00987	$ 26,208,278	19.86903	$ 34,692,703
	53,705	1,250,470,704	$ 384,398,071	$ 30.74027	$ 30.74027	$ 384,398,071	23,284	$ 7,158	$ 11.08221	$ 138,579,795	19.65806	$ 245,818,276
U.S. Navy	1	351,226,767	$ 89,631,959	$ 25.51968	$ 25.51968	$ 89,631,959			$ 6.18607	$ 21,727,144	19.33361	$ 67,904,815
TOTAL	53,706	1,601,697,471	$ 474,030,030	$ 29.59548	$ 29.59548	$ 474,030,030	29,824	$ 8,826	$ 10.00857	$ 160,306,939	19.58691	$ 313,723,091

GPA-318 | **ENERGY ACCOUNT** | **FOR INTERNAL USE ONLY**

318Nov25 | **FY 2025 Versus FY 2024**

	November 2025		November 2024		Y T D 2026		Y T D 2025		MOVING TWELVE MONTHS	
Gross Generation										
Number of days in Period	**30**		**30**		**61**		**61**		**365**	
Peak demand	**262**		**249**		**262**		**264**		**266**	
Date	**11/11/25**		**11/05/24**		**11/11/25**		**08/13/24**		**05/30/25**	
	KWH	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**
Energy Account:										
Kilowatt hours GPA:										
Cabras 1 & 2	27,872,000		49,624,000		62,589,000		102,267,000		525,038,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	24,452,400		23,646,500		41,526,600		46,465,800		228,064,500	
MEC (ENRON) Piti 9 (IPP)	24,029,300		25,654,000		39,149,800		50,201,000		233,467,600	
TEMES Piti 7 (IPP)	4,557,665		5,737,699		4,874,725		13,092,896		71,051,152	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Guam Ukudu Power GT 1	11,763,637		0		41,866,943		0		83,971,014	
Guam Ukudu Power GT 2	8,567,440		0		24,438,680		0		67,325,180	
Guam Ukudu Power GT 3	1,755,553		0		1,755,553		0		16,421,406	
Guam Ukudu Power ST	8,599,050		0		30,072,870		0		53,743,110	
Diesels/CT's & Others:										
MDI 10MW	203,294		23,995		203,294		208,822		1,424,459	
NRG Solar Dandan	3,616,429		3,562,140		6,927,265		6,949,371		46,291,192	
KEPCO Mangilao Solar	11,373,532		10,794,407		21,069,657		20,514,626		138,002,550	
Dededo CT #1	3,010,550		1,490,190		3,285,810		3,235,310		32,038,490	
Dededo CT #2	1,741,170		453,610		1,913,600		781,060		15,055,344	
Macheche CT	6,158,248		6,758,106		7,151,648		13,400,446		73,689,113	
Yigo CT	5,254,366		4,419,474		6,176,410		9,251,321		55,719,162	
Tenjo	1,323,270		534,670		1,489,510		2,206,730		14,749,198	
Talofofo 10 MW	499,690		115,160		522,190		541,940		4,973,340	
Aggreko/Yigo Diesel Units	9,391,260		11,367,000		12,938,040		18,070,610		115,964,000	
Wind Turbine*	815		0		1,959		0		271,609	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	154,169,670		**144,180,951**		**307,953,554**		**287,186,931**		**1,777,260,419**	
Ratio to last year		106.93		101.49		107.23		199.40		103.31
Station use	5,475,283		5,380,434		11,555,073		12,509,298		65,726,333	
Ratio to Gross generation		3.55		3.73		3.75		4.36		3.70
Net send out	148,694,386		138,800,517		296,398,480		274,677,633		1,711,534,087	
Ratio to last year		107.13		101.47		107.91		199.06		103.50
KWH deliveries:										
Sales to Navy (@34.5kv)	**31,556,227**		**27,821,569**		**63,455,059**		**55,490,938**		**351,226,768**	
Ratio to last year		113.42		101.36		114.35		204.47		108.98
GPA-metered	**117,138,159**		**110,978,948**		**232,943,421**		**219,186,695**		**1,360,307,319**	
Ratio to last year		105.55		101.50		106.28		197.74		102.17
Power factor adj.	0		0		0		0		0	
Adjusted	117,138,159		110,978,948		232,943,421		219,186,695		1,360,307,319	
GPA KWH Accountability:										
Sales to civilian customers-										
accrual basis	**106,766,871**		**101,433,961**		**212,223,108**		**203,997,896**		**1,250,470,707**	
Ratio to last year		105.26		105.77		104.03		191.74		101.60
GPA use-KWH	322,614		305,607		652,904		627,260		3,873,690	
Unaccounted For	10,048,675		9,239,380		20,067,409		14,561,539		105,962,922	
Ratio to deliveries		8.58		8.33		8.61		6.64		7.79
Ratio to Gross Generation		6.52		6.41		6.52		5.07		5.96
Ratio to Net Send Out		6.76		6.67		6.77		5.30		6.19

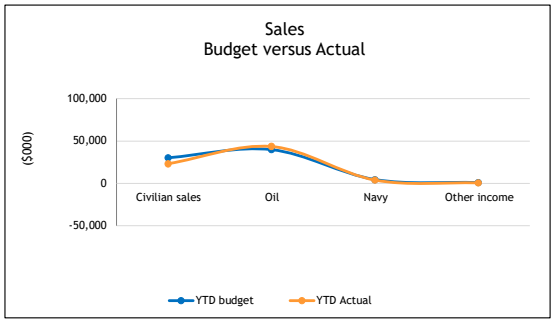
GPA-317Nov25

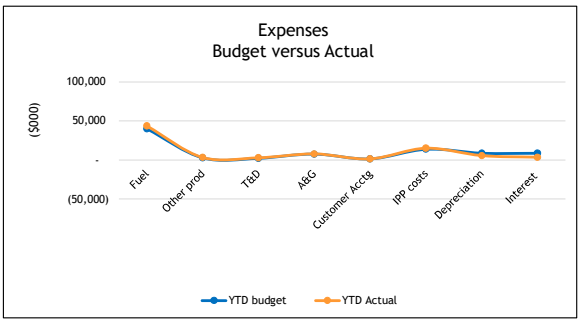
Guam Power Authority
Fuel Consumption
FY 2025

Description	November 2025 BARRELS	November 2025 AMOUNT	YEAR-TO-DATE BARRELS	YEAR-TO-DATE AMOUNT	MOVING 12 MONTHS BARREL S	MOVING 12 MONTHS AMOUNT
FUEL FURNISHED:						
NAVY:						
Diesel	0	0	0	0	0	0
Low/Ultra Sulfur	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**
GPA:						
High Sulfur	0	$0	0	$ -	0	$ -
Diesel	184,410	$18,171,263	324,911	$ 31,789,708	1,869,696	$ 184,436,169
Low/Ultra Sulfur	52,573	$6,269,513	116,588	$ 13,889,860	934,821	$ 105,740,068
Deferred Fuel Costs	0	-$6,237,404	0	$ (7,143,870)	0	$ (13,458,651)
Fuel Adjustments	0	$0		$ -	0	$ 121,492
Fuel Handling Costs	0	$2,579,289	0	$ 5,138,089	0	$ 36,884,014
	236,983	**$20,782,661**	**441,499**	**$ 43,673,788**	**2,804,517**	**$ 313,723,092**
IWPS:						
High Sulfur	0	$0	0	$ -	0	$ -
Diesel	184,410	$18,171,263	324,911	$ 31,789,708	1,869,696	$ 184,436,169
Low/Ultra Sulfur	52,573	$6,269,513	116,588	$ 13,889,860	934,821	$ 105,740,068
Deferred Fuel Costs	0	-$6,237,404	0	$ (7,143,870)	0	$ (13,458,651)
Fuel Variance	0	$0	0	$ -		$ 121,492
Fuel Handling Costs	0	$2,579,289	0	$ 5,138,089	0	$ 36,884,014
	236,983	**$20,782,661**	**441,499**	**$ 43,673,788**	**2,804,517**	**$ 313,723,092**
AVERAGE COST/Bbl.						
High Sulfur		**#DIV/0!**		**#DIV/0!**		**#DIV/0!**
Diesel		**$98.54**		**$97.84**		**$98.65**
Low/Ultra Sulfur		**$119.25**		**$119.14**		**$113.11**
AS BURNED						
Cabras 1 & 2						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	52,573	$ 6,269,513	116,588	$ 13,889,860	934,821	$ 105,740,068
Diesel	101	$ 10,741	171	$ 18,106	1,252	$ 130,061
	52,674	$ 6,280,254	116,759	$ 13,907,966	936,074	$ 105,870,129
Ukudu 1 2 3 & 4						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	0	$ -	0	$ -	0	$ -
Diesel	39,594	$ 3,902,389	118,407	$ 11,342,427	316,605	$ 31,729,624
	39,594	$ 3,902,389	118,407	$ 11,342,427	316,605	$ 31,729,624
MEC (Piti Units 8&9)						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	0	$ -	0	$ -	0	$ -
Diesel	72,462	$ 7,004,449	121,391	$ 11,907,470	692,142	$ 67,343,575
	72,462	$ 7,004,449	121,391	$ 11,907,470	692,142	$ 67,343,575
Diesel & CT's - GPA:						
MDI Dsl	328	$ 31,484	328	$ 31,484	2,299	$ 241,445
Dededo CT #1	9,251	$ 932,021	10,201	$ 1,026,081	102,790	$ 10,221,336
Dededo CT #2	6,142	$ 618,811	6,837	$ 687,549	53,848	$ 5,367,611
Macheche CT	12,872	$ 1,300,655	15,024	$ 1,513,634	155,766	$ 15,579,708
Yigo CT	10,827	$ 1,090,009	12,754	$ 1,280,667	116,489	$ 11,533,295
Talofofo 10 MW	807	$ 86,511	845	$ 90,755	8,349	$ 892,844
Aggreko	15,199	$ 1,530,033	20,801	$ 2,090,720	185,531	$ 18,439,330
Tenjo	2,136	$ 210,347	2,404	$ 234,418	23,949	$ 2,372,152
TEMES (IPP)	14,409	$ 1,406,667	15,377	$ 1,504,763	208,751	$ 20,273,166
GWA Generators	283	$ 47,145	371	$ 61,635	1,926	$ 312,022
	72,252	$ 7,253,684	84,942	$ 8,521,706	859,697	$ 85,232,909
Deferred Fuel Costs	0	$ (6,237,404)		$ (7,143,870)		$ (13,458,651)
Adjustment		$ -		$ -		$ 121,492
Fuel Handling Costs	0	$ 2,579,289		$ 5,138,089		$ 36,884,014
TOTAL	**236,982**	**$ 20,782,661**	**441,499**	**$ 43,673,788**	**2,804,517**	**$ 313,723,092**

Statement of operations
Comparison-Budget versus Actual
For the month and year to date ended November 30, 2025

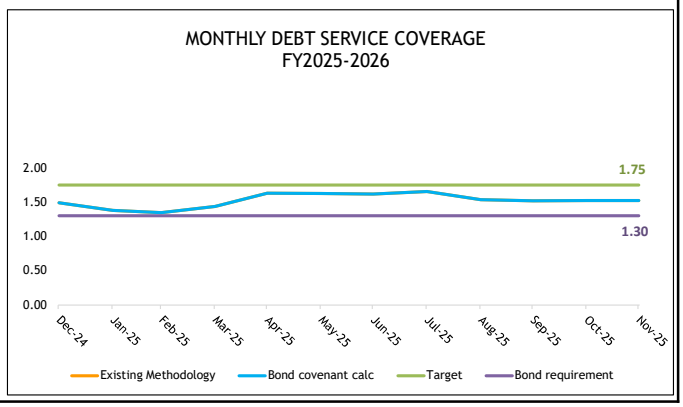
	Budget	Actual November-25	Variance	YTD Budget	YTD Actual	Variance
KwH Sales-Civilian	102,448	106,767	(4,319)	206,033	212,223	(6,190)
Non-fuel yield	$ 0.147324	$ 0.107277	$ 0.040048	$ 0.146424	$ 0.109456	$ 0.036968
KwH Sales-Navy	28,100	31,556	(3,456)	56,129	63,455	(7,326)
Non-fuel yield	$ 0.080706	$ 0.065751	$ 0.014955	$ 0.080706	$ 0.062387	$ 0.018319
Operating revenue						
Civilian sales	$ 15,093	$ 11,454	$ 3,640	$ 30,168	$ 23,229	$ 6,939
Oil	19,913	20,783	(870)	39,988	43,674	(3,686)
Navy	2,268	2,075	193	4,530	3,959	571
DSM-Rebates	-	-	-	-	-	-
Other income	515	279	236	1,106	520	586
	37,789	34,590	3,199	75,792	71,382	4,411
Bad debts expense	108	108	(0)	216	216	(0)
Total operating revenues	$ 37,681	$ 34,482	$ 3,199	$ 75,576	$ 71,166	$ 4,411
Operating expenses:						
Production fuel	$ 19,913	$ 20,783	$ (870)	$ 39,988	$ 43,674	$ (3,686)
O & M expenses:						
Other production	1,411	1,963	(552)	2,740	3,319	(579)
Transmission distribution	1,128	1,540	(412)	2,211	2,856	(646)
Administrative expense	3,872	3,536	336	7,620	7,768	(148)
Customer accounting	565	526	39	1,186	1,194	(8)
	6,976	7,564	(588)	13,757	15,137	(1,381)
IPP costs	5,091	1,742	3,348	10,181	3,351	6,830
Depreciation	4,341	2,797	1,544	8,682	5,594	3,087
	36,320	32,886	3,434	72,607	67,756	4,851
Operating income	1,360	1,596	(236)	2,969	3,410	(441)
Other revenue (expenses):						
Investment income	530	457	73	1,060	678	381
Interest expense	(4,322)	(1,711)	(2,611)	(8,644)	(3,424)	(5,219)
Allowance for funds used during construction	-	-	-	-	-	-
Pandemic -COVID19	-	-	-	-	-	-
Losses due to typhoon	-	(11)	11	-	(11)	11
Bond issuance costs/Other expenses	-	32	(32)	-	63	(63)
Net income before capital contribution	(2,432)	363	(2,795)	(4,615)	716	(5,332)
Grants from the U.S. Government	-	-	-	-	-	-
Increase (decrease) in net assets	$ (2,432)	$ 363	$ (2,795)	$ (4,615)	$ 716	$ (5,332)





Guam Power Authority
Debt service coverage
November 30, 2025

	Audited 2022	Audited 2023	Audited 2024	YTD Unaudited 2025	YTD Unaudited 2026
Funds Available for Debt Service					
Earnings from Operations	$ 38,494	$ 39,409	$ 20,632	$ 20,113	$ 3,410
Interest/Other Income (Expense)	($1,332)	($12,942)	(1,658)	3,791	$555
Depreciation Expense	35,213	35,216	35,021	33,183	5,594
Balance Available for Debt Service	$ 72,375	$ 61,683	$ 53,995	$ 57,087	$ 9,559
IPP - Capital Costs					
Principal	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-
Total IPP Payments	$ -	$ -	$ -	$ -	$ -
Bond Debt Service					
Principal (1993 & 1999 Revenue Bond)	$ -	$ -	$ -	$ -	$ -
Interest (1993 & 1999 Revenue Bond)	-	-	-	-	-
Principal and Interest (2024 Revenue Refunding Series A)	-	-	465	4,552	759
Principal and Interest (2010 Senior TE Bond)	-	-	-	-	-
Principal and Interest (2012 Senior TE Bond)	20,746	-	-	-	-
Principal and Interest (2014 Senior TE Bond)	5,086	5,083	4,421	200	33
Principal and Interest (2017 Senior TE Bond)	7,733	11,452	11,445	11,447	1,907
Principal and Interest (2022 Bond)	8,745	31,467	21,413	21,415	3,569
Total	$ 42,310	$ 48,001	$ 37,743	$ 37,613	$ 6,269
Debt Service Coverage (DSC) Calculation					
Existing DSC Methodology (Senior)	1.71	1.29	1.43 x	1.52	1.52 x
Existing DSC Methodology (Senior+Subordinate)	1.71	1.29	1.43 x	1.52	1.52 x
Bond Covenant DSC	1.71	1.29	1.43 x	1.52	1.52 x
Debt Service Coverage Requirements					
Existing Ratemaking DSC Target	1.75	1.75	1.75 x	1.75	1.75 x
Minimum Bond Covenant Requirement (Senior Bond)	1.30	1.30	1.30 x	1.30	1.30 x
Minimum Bond Covenant Requirement (Subordinate Bond)	1.20	1.20	1.20 x	1.20	1.20 x

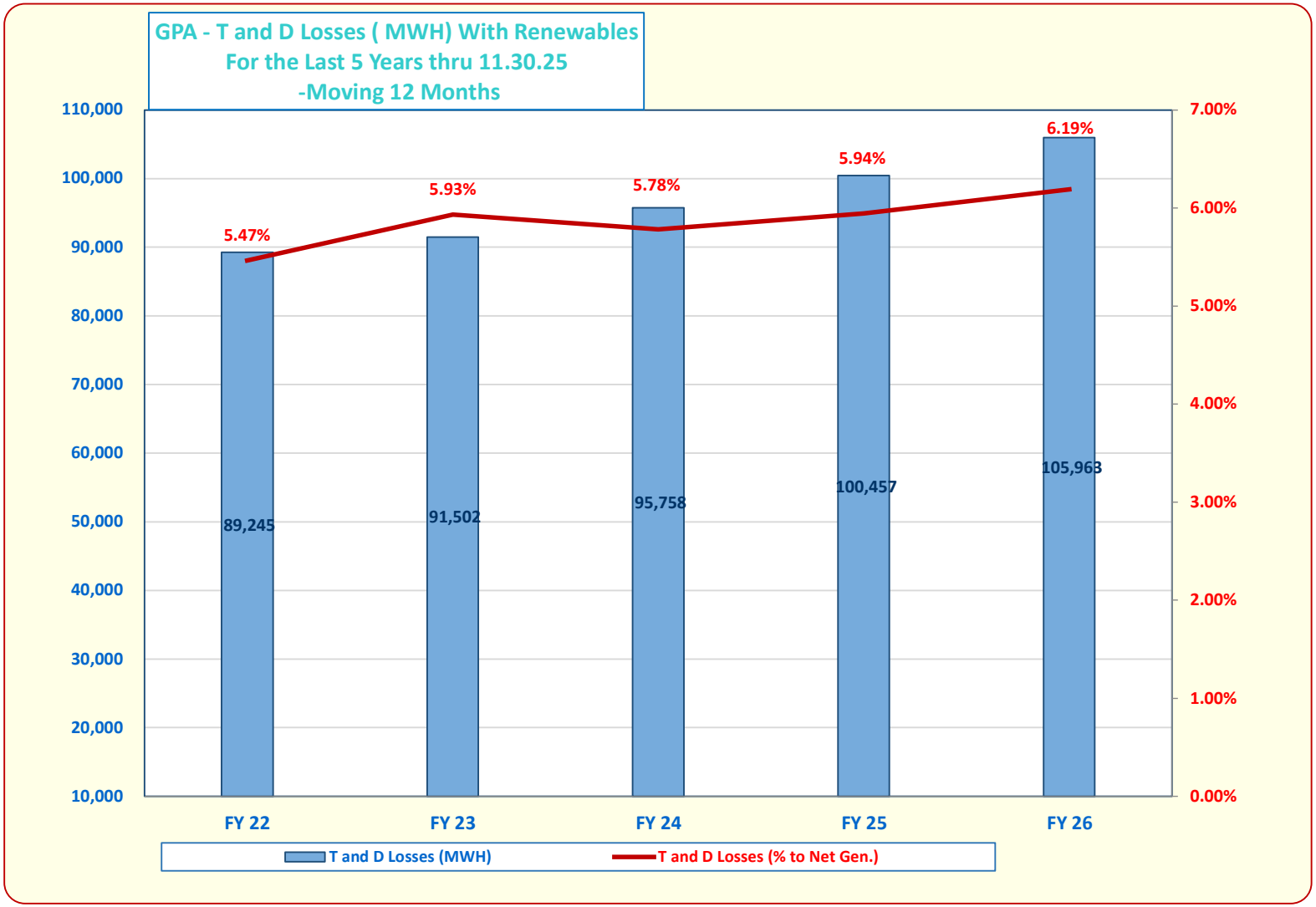


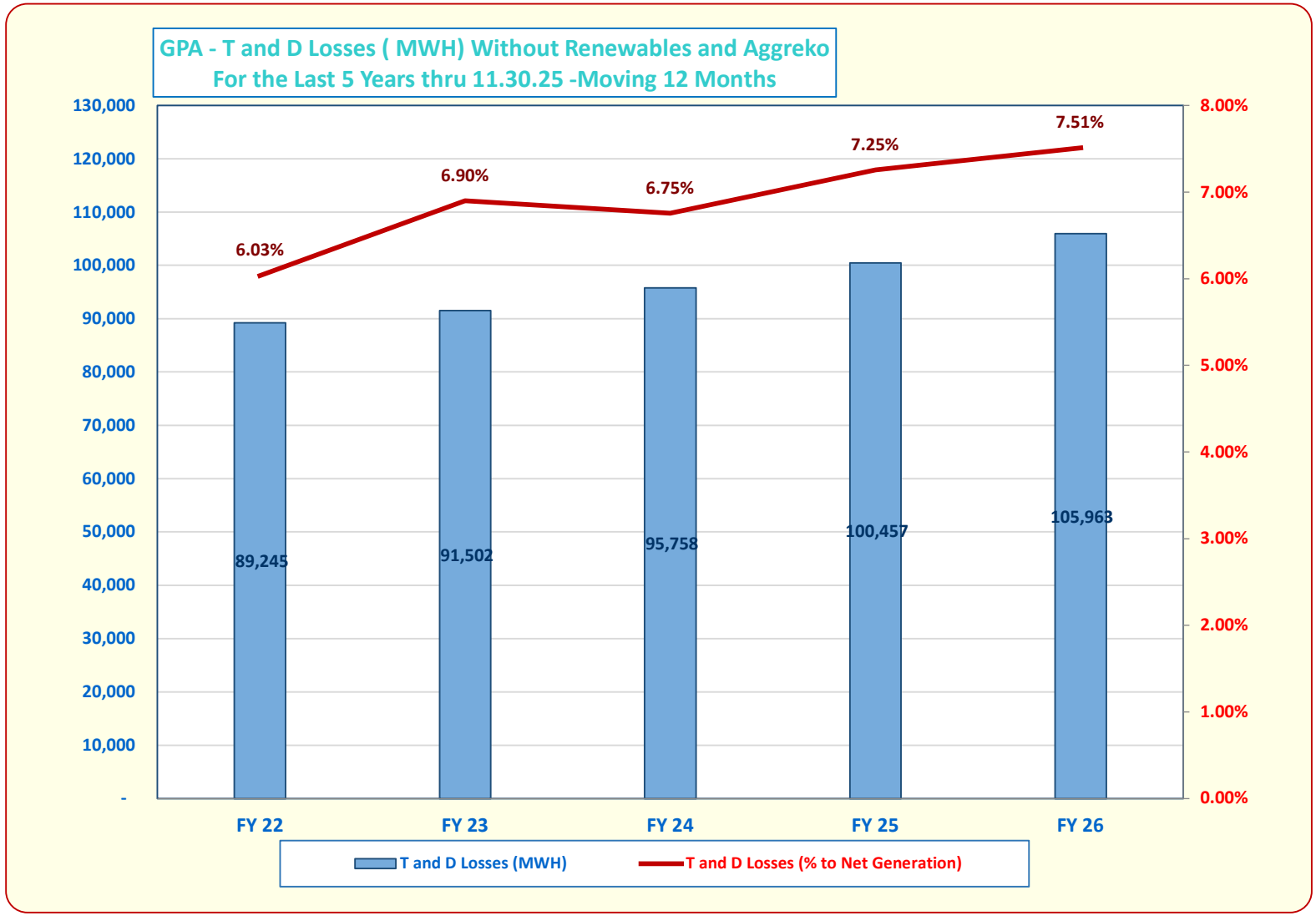
Notes:
(1) Source: Guam Power Authority, 2017 - 2020 Audited Financial Statements and 2020-2021 Unaudited Financial Statements
(2) Interest income is net of interest earnings in the Construction Fund and the amortization of deferred credit
(3) Existing DSC Methodology (Rating Agency Method):
(Operating Earnings + Depreciation Expense - IPP Principal & Interest Payments)/
(Senior and Subordinate Bond Principal & Interest Payments)
(4) Bond Covenant DSC Methodology: (Operating Earnings + Depreciation Expense)/
(Senior and Subordinate Bond Principal & Interest Payments)

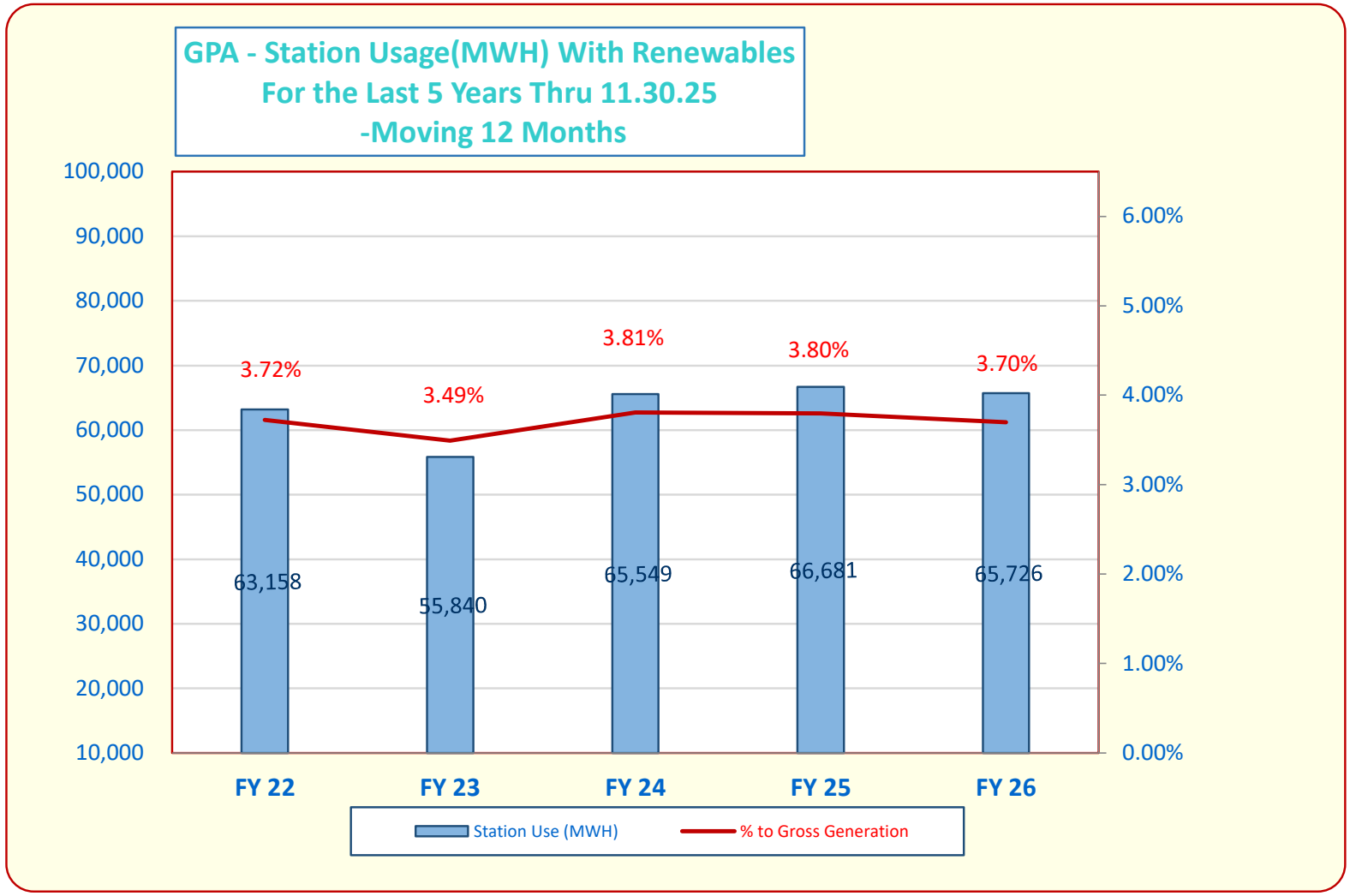
REVENUES-ACTUAL VS PROJECTIONS

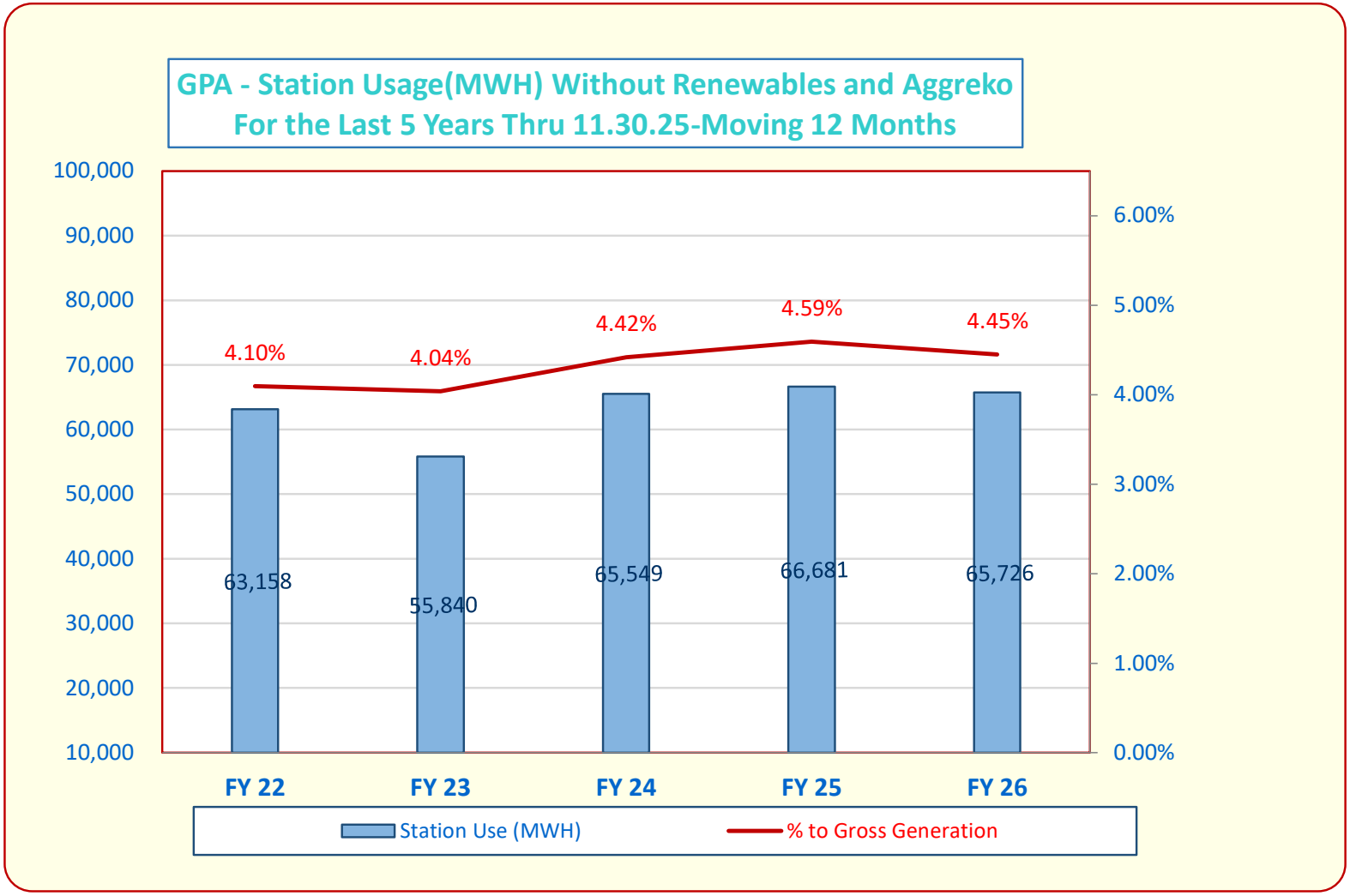
	MONTHLY - NOVEMBER 2025				YTD THRU 11/30/2025			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	44,091,675	47,343,448	3,251,772	7.38%	87,464,739	92,104,390	4,639,651	5.30%
Residential - Apt & Condo	659,433	689,323	29,890	4.53%	1,297,712	1,353,849	56,138	4.33%
Small General-Non-Demand	5,494,097	5,877,607	383,510	6.98%	11,418,840	11,944,075	525,234	4.60%
Small General-Demand	17,792,150	17,153,788	(638,362)	-3.59%	36,134,890	34,105,182	(2,029,708)	-5.62%
Large	19,647,483	21,095,283	1,447,801	7.37%	39,582,416	42,596,683	3,014,267	7.62%
Independent Power Producers	94,183	97,878	3,694	3.92%	191,639	209,179	17,540	9.15%
Private St. Lites	29,774	27,563	(2,211)	-7.43%	59,459	58,143	(1,316)	-2.21%
Sub-total	**87,808,795**	**92,284,889**	**4,476,094**	**5.10%**	**176,149,694**	**182,371,501**	**6,221,806**	**3.53%**
Government								
Small Non Demand	923,672	960,528	36,856	3.99%	1,904,988	1,972,527	67,538	3.55%
Small-Demand	8,236,988	8,575,003	338,015	4.10%	16,852,868	17,594,611	741,743	4.40%
Large	5,037,166	4,494,185	(542,982)	-10.78%	10,181,135	9,318,795	(862,340)	-8.47%
Public St. Lites	441,679	452,265	10,587	2.40%	944,091	965,674	21,583	2.29%
Sub-total	**14,639,505**	**14,481,981**	**(157,523)**	**-1.08%**	**29,883,083**	**29,851,607**	**(31,475)**	**-0.11%**
Total-Civilian	**102,448,300**	**106,766,871**	**4,318,571**	**4.22%**	**206,032,777**	**212,223,108**	**6,190,331**	**3.00%**
USN	28,099,784	31,556,227	3,456,442	12.30%	56,128,855	63,455,059	7,326,203	13.05%
Grand Total	**130,548,085**	**138,323,098**	**7,775,013**	**5.96%**	**262,161,632**	**275,678,166**	**13,516,534**	**5.16%**
Non-Oil Yield								
Residential	0.127893	0.094192	(0.033701)	-26.35%	0.127893	0.095388	(0.032505)	-25.42%
Residential - Apt & Condo	0.120259	0.087395	(0.032864)	-27.33%	0.119057	0.087580	(0.031476)	-26.44%
Small General-Non-Demand	0.196073	0.118556	(0.077517)	-39.53%	0.175597	0.132859	(0.042738)	-24.34%
Small General-Demand	0.157837	0.108451	(0.049386)	-31.29%	0.157837	0.112463	(0.045374)	-28.75%
Large	0.133708	0.102388	(0.031320)	-23.42%	0.136068	0.102965	(0.033103)	-24.33%
Independent Power Producers	0.312382	0.108101	(0.204281)	0.00%	0.312382	0.111632	(0.200750)	0.00%
Private St. Lites	0.151135	0.646564	0.495428	327.80%	0.151135	0.642319	0.491184	325.00%
Sub-total	-	**0.100397**	**0.100397**			**0.102940**	**0.102940**	
Government								
Small_Non Demand	0.239539	0.159041	(0.080498)	-33.61%	0.248491	0.158165	(0.090326)	-36.35%
Small-Demand	0.179607	0.133169	(0.046437)	-25.86%	0.179607	0.132261	(0.047346)	-26.36%
Large	0.185500	0.115458	(0.070042)	-37.76%	0.117770	0.114132	(0.003638)	-3.09%
Public St. Lites	1.022170	0.828915	(0.193255)	-18.91%	1.022170	0.779921	(0.242248)	-23.70%
Sub-total	**0.186875**	**0.151117**	**(0.035758)**	**-19.13%**	**0.189549**	**0.149265**	**(0.040284)**	**-21.25%**
Total-Civilian	**0.147324**	**0.107277**	**(0.040048)**	**-27.18%**	**0.146424**	**0.109456**	**(0.036968)**	**-25.25%**
USN	0.081111	0.065751	(0.015360)	-18.94%	0.080706	0.062387	(0.018319)	-22.70%
Grand Total	**0.132985**	**0.097803**	**(0.035182)**	**-26.46%**	**0.132354**	**0.098622**	**(0.033732)**	**-25.49%**
Non-Oil Revenues								
Residential	5,639,021	4,459,389	(1,179,633)	-20.92%	11,186,137	8,785,674	(2,400,463)	-21.46%
Residential - Apt & Condo	78,510	60,243	(18,266)	-23.27%	154,501	118,571	(35,931)	-23.26%
Small General-Non-Demand	1,077,245	696,825	(380,420)	-35.31%	2,005,117	1,586,877	(418,240)	-20.86%
Small General-Demand	2,808,263	1,860,346	(947,917)	-33.75%	5,703,429	3,835,571	(1,867,859)	-32.75%
Large	2,720,419	2,159,902	(560,517)	-20.60%	5,385,881	4,385,966	(999,915)	-18.57%
Independent Power Producers	29,421	10,581	(18,841)	-64.04%	59,864	23,351	(36,513)	-60.99%
Private St. Lites	4,500	17,821	13,321	296.03%	8,986	37,346	28,360	315.59%
Sub-total	**12,357,379**	**9,265,107**	**(3,092,272)**	**-25.02%**	**24,503,918**	**18,773,356**	**(5,730,561)**	**-23.39%**
Government								
Small Non Demand	221,255	152,763	(68,492)	-30.96%	473,372	311,985	(161,387)	-34.09%
Small-Demand	1,479,419	1,141,928	(337,491)	-22.81%	3,026,890	2,327,086	(699,804)	-23.12%
Large	583,614	518,890	(64,724)	-11.09%	1,199,031	1,063,576	(135,455)	-11.30%
Public St. Lites	451,471	374,889	(76,581)	-16.96%	965,021	753,150	(211,872)	-21.96%
Sub-total	**2,735,759**	**2,188,471**	**(547,287)**	**-20.00%**	**5,664,314**	**4,455,796**	**(1,208,518)**	**-21.34%**
Total-Civilian	**15,093,138**	**11,453,578**	**(3,639,559)**	**-24.11%**	**30,168,232**	**23,229,152**	**(6,939,080)**	**-23.00%**
USN	2,267,810	2,074,844	(192,966)	-8.51%	4,529,913	3,958,772	(571,141)	-12.61%
Grand Total	**17,360,948**	**13,528,422**	**(3,832,525)**	**-22.08%**	**34,698,145**	**27,187,924**	**(7,510,221)**	**-21.64%**
Oil Revenues								
Residential	6,725,391	7,361,669	636,278	9.46%	13,341,172	14,321,772	980,601	7.35%
Residential - Apt & Condo	100,585	107,186	6,602	6.56%	197,943	210,517	12,574	6.35%
Small General-Non-Demand	838,026	913,938	75,913	9.06%	1,741,739	1,857,244	115,505	6.63%
Small General-Demand	2,713,872	2,667,004	(46,868)	-1.73%	5,511,727	5,302,552	(209,175)	-3.80%
Large	2,996,870	3,259,202	262,332	8.75%	6,037,585	6,581,673	544,088	9.01%
Independent Power Producers	14,366	14,715	349	2.43%	29,231	31,421	2,190	7.49%
Private St. Lites	4,542	4,286	(256)	-5.63%	9,069	9,041	(28)	-0.31%
Sub-total	**13,393,651**	**14,328,001**	**934,350**	**6.98%**	**26,868,465**	**28,314,220**	**1,445,755**	**5.38%**
Government								
Small_Non Demand	140,889	149,344	8,454	6.00%	290,572	306,689	16,118	5.55%
Small-Demand	1,256,404	1,333,226	76,822	6.11%	2,570,602	2,735,578	164,977	6.42%
Large	768,329	689,645	(78,684)	-10.24%	1,552,949	1,430,019	(122,930)	-7.92%
Public St. Lites	67,370	70,325	2,955	4.39%	144,004	150,157	6,153	4.27%
Sub-total	**2,232,993**	**2,242,540**	**9,547**	**0.43%**	**4,558,126**	**4,622,444**	**64,317**	**1.41%**
Total-Civilian	**15,626,644**	**16,570,541**	**943,897**	**6.04%**	**31,426,592**	**32,936,664**	**1,510,072**	**4.81%**
USN	4,286,116	4,212,120	(73,996)	-1.73%	8,561,447	10,737,124	2,175,677	25.41%
Grand Total	**19,912,760**	**20,782,661**	**869,901**	**4.37%**	**39,988,038**	**43,673,788**	**3,685,750**	**9.22%**
Grand Total								
Residential	12,364,413	11,821,058	(543,355)	-4.39%	24,527,309	23,107,446	(1,419,863)	-5.79%
Residential - Apt & Condo	179,095	167,430	(11,665)	-6.97%	352,444	329,087	(23,356)	-6.63%
Small General-Non-Demand	1,915,270	1,610,763	(304,507)	-15.90%	3,746,856	3,444,121	(302,735)	-8.08%
Small General-Demand	5,522,135	4,527,350	(994,785)	-18.01%	11,215,156	9,138,123	(2,077,034)	-18.52%
Large	5,717,289	5,419,104	(298,185)	-5.22%	11,423,466	10,967,640	(455,827)	-3.99%
Independent Power Producers	43,787	25,296	(18,491)	-42.23%	89,095	54,772	(34,323)	-38.52%
Private St. Lites	9,041	22,107	13,066	144.51%	18,056	46,387	28,331	156.91%
Sub-total	**25,751,030**	**23,593,108**	**(2,157,922)**	**-8.38%**	**51,372,383**	**47,087,576**	**(4,284,807)**	**-8.34%**
Government					-			
Small_Non Demand	362,144	302,107	(60,038)	-16.58%	763,944	618,674	(145,270)	-19.02%
Small-Demand	2,735,824	2,475,155	(260,669)	-9.53%	5,597,492	5,062,664	(534,828)	-9.55%
Large	1,351,943	1,208,535	(143,408)	-10.61%	2,751,980	2,493,595	(258,385)	-9.39%
Public St. Lites	518,841	445,214	(73,626)	-14.19%	1,109,025	903,307	(205,718)	-18.55%
Sub-total	**4,968,751**	**4,431,011**	**(537,741)**	**-10.82%**	**10,222,441**	**9,078,240**	**(1,144,201)**	**-11.19%**
Total-Civilian	**30,719,782**	**28,024,119**	**(2,695,662)**	**-8.78%**	**61,594,824**	**56,165,816**	**(5,429,007)**	**-8.81%**
USN	6,553,926	6,286,965	(266,962)	-4.07%	13,091,360	14,695,896	1,604,536	12.26%
Grand Total	**37,273,708**	**34,311,084**	**(2,962,624)**	**-7.95%**	**74,686,183**	**70,861,712**	**(3,824,471)**	**-5.12%**

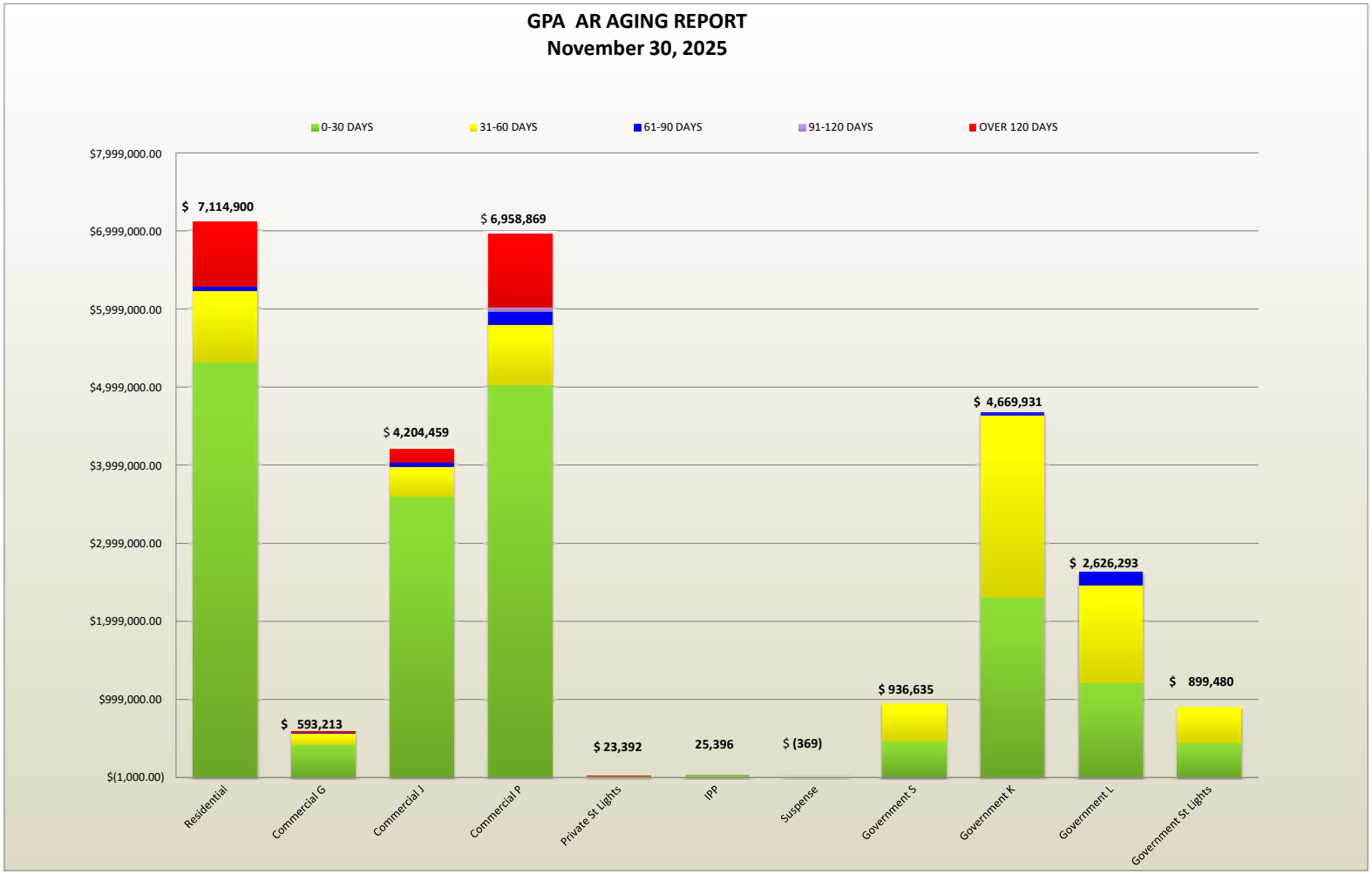
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 2 MONTHS ENDED NOVEMBER 30				ACTUALS - MONTH ENDED NOVEMBER 30			
	2025	2024	VARIANCE	% VARIANCE	2025	2024	VARIANCE	% VARIANCE
KWH								
Residential	92,104,390	86,598,752	5,505,638	6.36%	47,343,448	43,655,124	3,688,324	8.45%
Residential - Apt & Condo	1,353,849	1,284,863	68,986	5.37%	689,323	652,904	36,419	5.58%
Small General-Non-Demand	11,944,075	11,305,783	638,292	5.65%	5,877,607	5,439,700	437,907	8.05%
Small General-Demand	34,105,182	35,777,119	(1,671,937)	-4.67%	17,153,788	17,615,991	(462,203)	-2.62%
Large	42,596,683	39,190,511	3,406,172	8.69%	21,095,283	19,452,953	1,642,330	8.44%
Independent Power Producers	209,179	189,741	19,438	10.24%	97,878	93,251	4,627	4.96%
Private St. Lites	58,143	58,870	(727)	-1.24%	27,563	29,480	(1,916)	-6.50%
Sub-total	**182,371,501**	**174,405,638**	**7,965,862**	**4.57%**	**92,284,889**	**86,939,402**	**5,345,488**	**6.15%**
Government								
Small_Non Demand	1,972,527	1,886,127	86,400	4.58%	960,528	914,526	46,001	5.03%
Small-Demand	17,594,611	16,686,008	908,603	5.45%	8,575,003	8,155,434	419,569	5.14%
Large	9,318,795	10,085,379	(766,584)	-7.60%	4,494,185	4,987,294	(493,109)	-9.89%
Public St. Lites	965,674	934,744	30,930	3.31%	452,265	437,306	14,960	3.42%
Sub-total	**29,851,607**	**29,592,258**	**259,349**	**0.88%**	**14,481,981**	**14,494,559**	**(12,578)**	**-0.09%**
Total-Civilian	**212,223,108**	**203,997,896**	**8,225,212**	**4.03%**	**106,766,871**	**101,433,961**	**5,332,910**	**5.26%**
USN	63,455,059	55,490,938	7,964,121	14.35%	31,556,227	27,821,569	3,734,658	13.42%
Grand Total	**275,678,166**	**259,488,834**	**16,189,332**	**6.24%**	**138,323,098**	**129,255,530**	**9,067,568**	**7.02%**
Non-Oil Yield								
Residential	0.095388	0.096492	-0.001104	-1.14%	0.094192	0.096420	-0.002227	-2.31%
Residential - Apt & Condo	0.087580	0.086618	0.000963	1.11%	0.087395	0.086400	0.000995	1.15%
Small General-Non-Demand	0.132859	0.145116	-0.012257	-8.45%	0.118556	0.146078	-0.027522	-18.84%
Small General-Demand	0.112463	0.115069	-0.002606	-2.26%	0.108451	0.113333	-0.004882	-4.31%
Large	0.102965	0.101870	0.001095	1.07%	0.102388	0.102099	0.000289	0.28%
Independent Power Producers	0.111632	0.112412	-0.000780	-0.69%	0.108101	0.111172	-0.003072	-2.76%
Private St. Lites	0.642319	0.648702	-0.006383	-0.98%	0.646564	0.651898	-0.005334	-0.82%
Sub-total	**0.102940**	**0.104795**	**-0.001854**	**-1.77%**	**0.100397**	**0.104354**	**-0.003957**	**-3.79%**
Government								
Small_Non Demand	0.158165	0.158655	-0.000489	-0.31%	0.159041	0.159620	-0.000579	-0.36%
Small-Demand	0.132261	0.132569	-0.000308	-0.23%	0.133169	0.133267	-0.000098	-0.07%
Large	0.114132	0.118613	-0.004481	-3.78%	0.115458	0.118967	-0.003509	-2.95%
Public St. Lites	0.779921	0.778415	0.001506	0.19%	0.828915	0.828431	0.000484	0.06%
Sub-total	**0.149265**	**0.149876**	**-0.000611**	**-0.41%**	**0.151117**	**0.150983**	**0.000134**	**0.09%**
Total-Civilian	**0.109456**	**0.111334**	**-0.001878**	**-1.69%**	**0.107277**	**0.111017**	**-0.003740**	**-3.37%**
USN	0.062387	0.061782	0.000605	0.98%	0.065751	0.062358	0.003393	5.44%
Grand Total	**0.098622**	**0.100738**	**-0.002116**	**-2.10%**	**0.097803**	**0.100543**	**-0.002740**	**-2.73%**
Non-Oil Revenues								
Residential	8,785,674	8,356,125	429,549	5.14%	4,459,389	4,209,208	250,181	5.94%
Residential - Apt & Condo	118,571	111,292	7,279	0.00%	60,243	56,411	3,833	6.79%
Small General-Non-Demand	1,586,877	1,640,652	(53,775)	-3.28%	696,825	794,618	(97,793)	-12.31%
Small General-Demand	3,835,571	4,116,830	(281,259)	-6.83%	1,860,346	1,996,481	(136,135)	-6.82%
Large	4,385,966	3,992,354	393,613	9.86%	2,159,902	1,986,131	173,771	8.75%
Independent Power Producers	23,351	21,329	2,022	9.48%	10,581	10,367	214	2.06%
Private St. Lites	37,346	38,189	(843)	-2.21%	17,821	19,218	(1,396)	-7.27%
Sub-total	**18,773,356**	**18,276,770**	**496,586**	**2.72%**	**9,265,107**	**9,072,434**	**192,673**	**2.12%**
Government								
Small_Non Demand	311,985	299,243	12,742	4.26%	152,763	145,976	6,787	4.65%
Small-Demand	2,327,086	2,212,048	115,038	5.20%	1,141,928	1,086,851	55,078	5.07%
Large	1,063,576	1,196,260	(132,683)	-11.09%	518,890	593,323	(74,433)	-12.55%
Public St. Lites	753,150	727,619	25,531	3.51%	374,889	362,277	12,612	3.48%
Sub-total	**4,455,796**	**4,435,169**	**20,628**	**0.47%**	**2,188,471**	**2,188,428**	**43**	**0.00%**
Total-Civilian	**23,229,152**	**22,711,939**	**517,214**	**2.28%**	**11,453,578**	**11,260,862**	**192,716**	**1.71%**
USN	3,958,772	3,428,328	530,443	15.47%	2,074,844	1,734,893	339,952	19.59%
Grand Total	**27,187,924**	**26,140,267**	**1,047,657**	**4.01%**	**13,528,422**	**12,995,755**	**532,668**	**4.10%**
Oil Revenues								
Residential	14,321,772	22,688,440	(8,366,668)	-36.88%	7,361,669	11,437,424	(4,075,755)	-35.64%
Residential - Apt & Condo	210,517	336,628	(126,111)	-37.46%	107,186	171,058	(63,871)	-37.34%
Small General-Non-Demand	1,857,244	2,962,059	(1,104,815)	-37.30%	913,938	1,425,174	(511,236)	-35.87%
Small General-Demand	5,302,552	9,365,528	(4,062,977)	-43.38%	2,667,004	4,611,828	(1,944,824)	-42.17%
Large	6,581,673	10,206,819	(3,625,146)	-35.52%	3,259,202	5,065,950	(1,806,748)	-35.66%
Independent Power Producers	31,421	48,060	(16,638)	-34.62%	14,715	23,624	(8,909)	-37.71%
Private St. Lites	9,041	15,424	(6,383)	-41.38%	4,286	7,723	(3,438)	-44.51%
Sub-total	**28,314,220**	**45,622,957**	**(17,308,737)**	**-37.94%**	**14,328,001**	**22,742,781**	**(8,414,779)**	**-37.00%**
Government								
Small_Non Demand	306,689	494,156	(187,466)	-37.94%	149,344	239,601	(90,258)	-37.67%
Small-Demand	2,735,578	4,371,651	(1,636,072)	-37.42%	1,333,226	2,136,683	(803,457)	-37.60%
Large	1,430,019	2,609,125	(1,179,107)	-45.19%	689,645	1,290,065	(600,420)	-46.54%
Public St. Lites	150,157	244,898	(94,741)	-38.69%	70,325	114,572	(44,247)	-38.62%
Sub-total	**4,622,444**	**7,719,830**	**(3,097,386)**	**-40.12%**	**2,242,540**	**3,780,921**	**(1,538,381)**	**-40.69%**
Total-Civilian	**32,936,664**	**53,342,787**	**(20,406,123)**	**-38.25%**	**16,570,541**	**26,523,701**	**(9,953,160)**	**-37.53%**
USN	10,737,124	11,635,913	(898,789)	-7.72%	4,212,120	5,588,061	(1,375,941)	-24.62%
Grand Total	**43,673,788**	**64,978,700**	**(21,304,912)**	**-32.79%**	**20,782,661**	**32,111,763**	**(11,329,101)**	**-35.28%**
Grand Total								
Residential	23,107,446	31,044,565	(7,937,118)	-25.57%	11,821,058	15,646,632	(3,825,574)	-24.45%
Residential - Apt & Condo	329,087	447,919	(118,832)	-26.53%	167,430	227,468	(60,039)	-26.39%
Small General-Non-Demand	3,444,121	4,602,711	(1,158,590)	-25.17%	1,610,763	2,219,792	(609,029)	-27.44%
Small General-Demand	9,138,123	13,482,358	(4,344,235)	-32.22%	4,527,350	6,608,309	(2,080,959)	-31.49%
Large	10,967,640	14,199,173	(3,231,533)	-22.76%	5,419,104	7,052,081	(1,632,977)	-23.16%
Independent Power Producers	54,772	69,389	(14,617)	-21.06%	25,296	33,991	(8,695)	-25.58%
Private St. Lites	46,387	53,613	(7,226)	-13.48%	22,107	26,941	(4,834)	-17.94%
Sub-total	**47,087,576**	**63,899,727**	**(16,812,151)**	**-26.31%**	**23,593,108**	**31,815,215**	**(8,222,106)**	**-25.84%**
Government								
Small_Non Demand	618,674	793,398	(174,724)	-22.02%	302,107	385,578	(83,471)	-21.65%
Small-Demand	5,062,664	6,583,698	(1,521,035)	-23.10%	2,475,155	3,223,534	(748,379)	-23.22%
Large	2,493,595	3,805,385	(1,311,790)	-34.47%	1,208,535	1,883,388	(674,853)	-35.83%
Public St. Lites	903,307	972,517	(69,210)	-7.12%	445,214	476,849	(31,635)	-6.63%
Sub-total	**9,078,240**	**12,154,998**	**(3,076,758)**	**-25.31%**	**4,431,011**	**5,969,349**	**(1,538,338)**	**-25.77%**
Total-Civilian	**56,165,816**	**76,054,725**	**(19,888,909)**	**-26.15%**	**28,024,119**	**37,784,563**	**(9,760,444)**	**-25.83%**
USN	14,695,896	15,064,241	(368,346)	-2.45%	6,286,965	7,322,954	(1,035,990)	-14.15%
Grand Total	**70,861,712**	**91,118,967**	**(20,257,255)**	**-22.23%**	**34,311,084**	**45,107,518**	**(10,796,434)**	**-23.93%**


GPA - T and D Losses (MWH) With Renewables
For the Last 5 Years thru 11.30.25
-Moving 12 Months
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
5.47%
5.93%
5.78%
5.94%
6.19%
89,245
91,502
95,758
100,457
105,963
FY 22
FY 23
FY 24
FY 25
FY 26
T and D Losses (MWH)
T and D Losses (% to Net Gen.)


GPA - T and D Losses (MWH) Without Renewables and Aggreko
For the Last 5 Years thru 11.30.25 -Moving 12 Months
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
6.03%
6.90%
6.75%
7.25%
7.51%
89,245
91,502
95,758
100,457
105,963
FY 22
FY 23
FY 24
FY 25
FY 26
T and D Losses (MWH)
T and D Losses (% to Net Generation)


GPA - Station Usage(MWH) With Renewables
For the Last 5 Years Thru 11.30.25
-Moving 12 Months
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
3.72%
3.49%
3.81%
3.80%
3.70%
63,158
55,840
65,549
66,681
65,726
FY 22
FY 23
FY 24
FY 25
FY 26
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) Without Renewables and Aggreko
For the Last 5 Years Thru 11.30.25-Moving 12 Months
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
4.10%
4.04%
4.42%
4.59%
4.45%
63,158
55,840
65,549
66,681
65,726
FY 22
FY 23
FY 24
FY 25
FY 26
Station Use (MWH)
% to Gross Generation


GPA AR AGING REPORT
November 30, 2025
0-30 DAYS
31-60 DAYS
61-90 DAYS
91-120 DAYS
OVER 120 DAYS
$7,999,000.00
$6,999,000.00
$5,999,000.00
$4,999,000.00
$3,999,000.00
$2,999,000.00
$1,999,000.00
$999,000.00
$(1,000.00)
$ 7,114,900
$ 593,213
$ 4,204,459
$ 6,958,869
$ 23,392
25,396
$ (369)
$ 936,635
$ 4,669,931
$ 2,626,293
$ 899,480
Residential
Commercial G
Commercial J
Commercial P
Private St Lights
IPP
Suspense
Government S
Government K
Government L
Government St Lights

ACCOUNTS RECEIVABLE BY RATE - ACTIVE
AR AGING REPORT
AS OF November 30, 2025

GL ACCOUNT	RATE	TOTAL DUE	0-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
1000.142000.10	Residential - R	$ 6,182,919.21	5,152,117.67	913,290.27	53,788.38	7,513.79	56,209.10
1000.142000.11	Residential - PP	$ 764,232.27	(12.08)	-	-	-	764,244.35
1000.142000.17	Residential - D	$ 167,748.81	167,748.81				
1000.142000.12	Commercial G	$ 593,212.75	419,767.94	142,726.61	14,662.08	4,192.43	11,863.69
1000.142000.13	Commercial J	$ 4,204,459.22	3,601,428.69	380,427.21	51,681.81	2,306.52	168,614.99
1000.142000.14	Commercial P	$ 6,958,869.44	5,026,479.35	768,373.25	176,199.62	52,169.89	935,647.33
1000.142000.15	Private St Lights	$ 23,391.57	16,085.98	1,334.22	572.13	246.74	5,152.50
1000.142000.16	IPP	$ 25,295.67	25,295.67				
1000.142000.98	Suspense	$ (369.10)	(369.10)				
	TOTAL PRIVATE	**$ 18,919,759.84**	**$ 14,408,542.93**	**$ 2,206,151.56**	**$ 296,904.02**	**$ 66,429.37**	**$ 1,941,731.96**
1000.142000.19	Government S	$ 936,635.38	$ 469,975.25	$ 473,781.24	$ (7,121.11)	$ -	$ -
1000.142000.20	Government K	$ 4,669,931.05	$ 2,307,286.50	$ 2,327,842.41	$ 34,802.14	$ -	$ -
1000.142000.21	Government L	$ 2,626,292.66	$ 1,208,534.72	$ 1,258,733.47	$ 159,024.47	$ -	$ -
1000.142000.22	Government St Lights	$ 899,479.79	$ 445,068.53	$ 454,411.26	$ -	$ -	$ -
	TOTAL GOVERNMENT	**$ 9,132,338.88**	**$ 4,430,865.00**	**$ 4,514,768.38**	**$ 186,705.50**	**$ -**	**$ -**
	GRAND TOTAL	**$ 28,052,098.72**	**$ 18,839,407.93**	**$ 6,720,919.94**	**$ 483,609.52**	**$ 66,429.37**	**$ 1,941,731.96**
					$ 26,043,937.39		
	Total Residential	$ 7,114,900.29	$ 5,319,854.40	$ 913,290.27	$ 53,788.38	$ 7,513.79	$ 820,453.45

CFO
FINANCIAL HIGHLIGHTS
November 2025

Residential average kWh & LEAC Rate

Avg kWh	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	957	938	940	831	761	915	951	1,028	1,048	1,025	940	896
FY2020	942	938	931	867	785	979	1,046	1,140	1,114	1,103	1,081	1,062
FY2021	1,064	1,083	1,062	1,117	939	1,094	1,046	1,186	1,215	1,114	1,032	1,038
FY2022	1,021	1,063	1,030	942	883	1,053	991	1,128	1,050	977	992	972
FY2023	928	979	956	882	818	917	946	805	661	958	960	985
FY2024	997	956	955	877	786	913	986	1,070	1,041	1,054	1,023	968
FY2025	934	952	989	947	844	957	1,026	1,115	994	964	1,002	945
FY2026	978	1,033										

LEAC Rate	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542
FY2020	$0.1542	$0.1542	$0.1542	$0.1542	$0.1345	$0.1345	$0.1100	$0.1100	$0.0868	$0.0868	$0.0868	$0.0868
FY2021	$0.0868	$0.0868	$0.0868	$0.0868	$0.1100	$0.1100	$0.1100	$0.1100	$0.1100	$0.1100	$0.1304	$0.1304
FY2022	$0.1508	$0.1508	$0.1715	$0.1715	$0.1808	$0.1808	$0.2095	$0.2095	$0.2095	$0.2516	$0.2516	$0.2960
FY2023	$0.2960	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.2311	$0.2311	$0.2311	$0.2311
FY2024	$0.2311	$0.2311	$0.2311	$0.2311	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620
FY2025	$0.2620	$0.2620	$0.2620	$0.2620	$0.2088	$0.2088	$0.2088	$0.2088	$0.2088	$0.2088	$0.1555	$0.1555
FY2026	$0.1555	$0.1555										

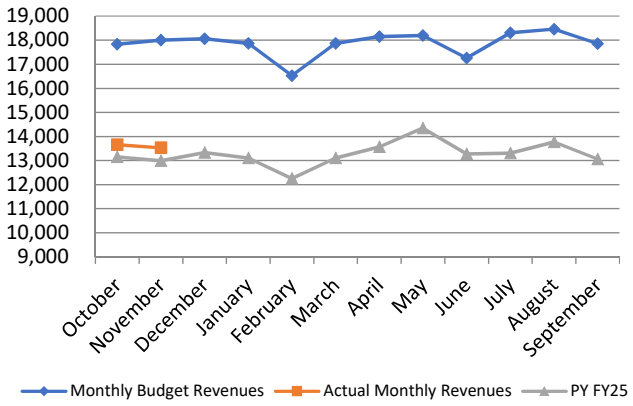
Hotel kWh & Occupancy Rate

MWh Hotels	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	11,310	11,253	11,079	10,690	9,541	10,044	11,215	11,326	10,590	12,026	10,739	10,976
FY2020	10,915	10,366	11,104	10,425	10,195	8,813	7,455	7,242	7,795	8,135	8,032	7,562
FY2021	7,596	7,893	8,100	7,467	6,753	7,385	7,895	7,714	8,073	8,411	8,480	8,117
FY2022	7,521	7,897	7,587	7,451	6,931	7,482	7,405	8,119	8,347	8,563	8,646	8,400
FY2023	8,376	8,483	8,737	8,385	8,042	8,447	8,417	7,517	6,456	8,692	9,184	8,531
FY2024	8,876	8,901	8,968	8,698	7,956	8,591	8,596	8,962	9,029	9,214	9,108	8,485
FY2025	8,787	8,820	9,147	8,868	8,077	8,731	8,684	9,053	8,926	9,155	9,211	8,829
FY2026	9,121	9,054										

Occupancy	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	85.9	85.9	85.9	91.4	91.4	91.4	84.8	84.8	84.8	92.0	92.0	92.0
FY2020	89.9	89.9	89.9	73.7	73.7	73.7	34.7	34.7	34.7	27.1	27.1	27.1
FY2021	38.7	38.7	38.7	51.4	51.4	51.4	41.3	41.3	41.3	52.4	52.4	52.4
FY2022	45.9	45.9	45.9	56.0	56.0	56.0	54.0	54.0	54.0	66.8	66.8	66.8
FY2023	59.7	59.7	59.7	67.4	67.4	67.4	60.0	60.0	60.0	73.4	73.4	73.4
FY2024	62.3	62.3	62.3	62.3	62.3	62.3	66.1	66.1	66.1	62.5	62.5	62.5
FY2025	62.3	62.3	62.3	73.9	73.9	73.9	62.2	62.2	62.2	71.2	71.2	71.2

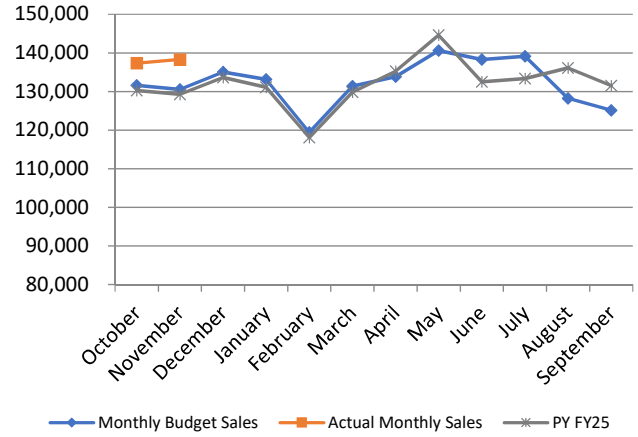
November 2025 Monthly Financial Highlights

Base Rate Revenue (in '000)



Through November 30, 2025								
	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY25	CY vs PY Variance	
October	17,837	$ 13,660	$ (4,177)	↓	$ 13,145	$ 515	↑
November	18,007	13,528	$ (4,479)	↓	12,996	$ 533	↑
December	18,063				13,328		
January	17,868				13,109		
February	16,528				12,252		
March	17,864				13,109		
April	18,146				13,569		
May	18,198				14,349		
June	17,262				13,271		
July	18,310				13,306		
August	18,461				13,769		
September	17,860				13,057		
Total	**$ 214,404**	**$ 27,188**	**$ (8,656)**		**$ 159,259**	**$ 1,048**	

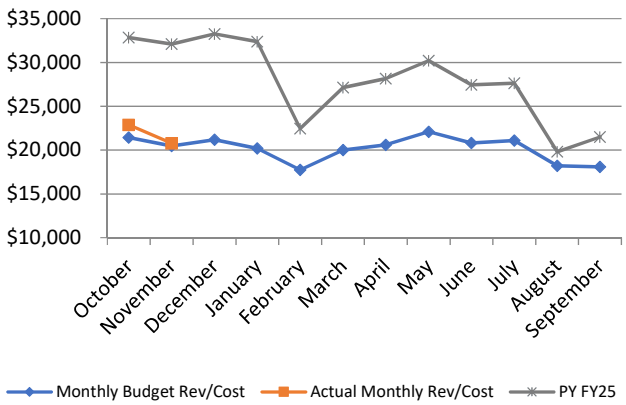
MWH Sales (in MWh)



Through November 30, 2025								
	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY25	CY vs PY Variance	
October	131,614	137,355	5,742	↑	130,233	7,122	↑
November	130,548	138,323	7,775	↑	129,256	9,068	↑
December	135,035				133,670		
January	133,138				131,091		
February	119,405				118,096		
March	131,411				129,814		
April	133,848				135,249		
May	140,618				144,601		
June	138,311				132,528		
July	139,110				133,351		
August	128,234				136,083		
September	125,108				131,537		
Total	**1,586,379**	**275,678**	**13,517**		**1,585,508**	**16,189**	

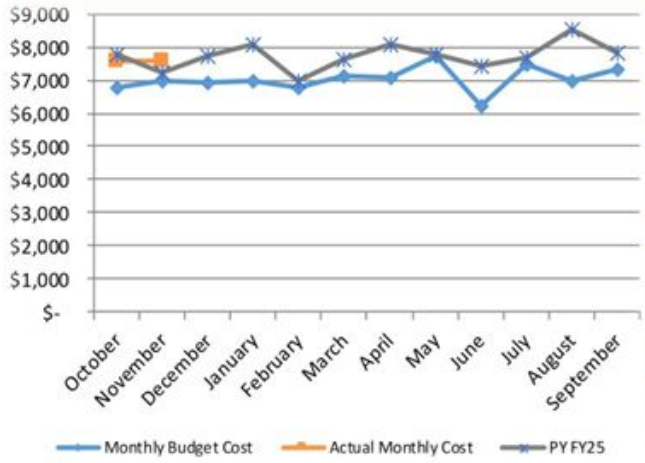
November 2025 Monthly Financial Highlights (Continued)

Fuel Revenues (in '000)



Through November 30, 2025							
	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY25	CY vs PY Variance	
October	$ 21,428	$ 22,891	1,463	↑	$ 32,867	(9,976)	↓
November	20,469	20,783	313	↑	32,112	(11,329)	↓
December	21,207				33,265		
January	20,193				32,389		
February	17,738				22,472		
March	20,015				27,136		
April	20,596				28,167		
May	22,096				30,219		
June	20,824				27,455		
July	21,103				27,637		
August	18,221				19,816		
September	18,083				21,492		
Total	**$ 241,974**	**$ 43,674**	**$ 1,776**		**$ 335,028**	**$ (21,305)**	

O&M Costs (in '000)



Through November 30, 2025							
	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY25	CY vs PY Variance	
October	$ 6,780	7,573	(792)	↓	7,760	187	↑
November	6,976	7,564	(588)	↓	7,241	(323)	↓
December	6,928				7,727		
January	6,963				8,057		
February	6,787				6,970		
March	7,148				7,620		
April	7,097				8,058		
May	7,724				7,773		
June	6,218				7,426		
July	7,462				7,680		
August	6,991				8,516		
September	7,318				7,811		
Total	**$ 84,394**	**$ 15,137**	**$ (1,381)**		**$ 92,639**	**$ (136)**	

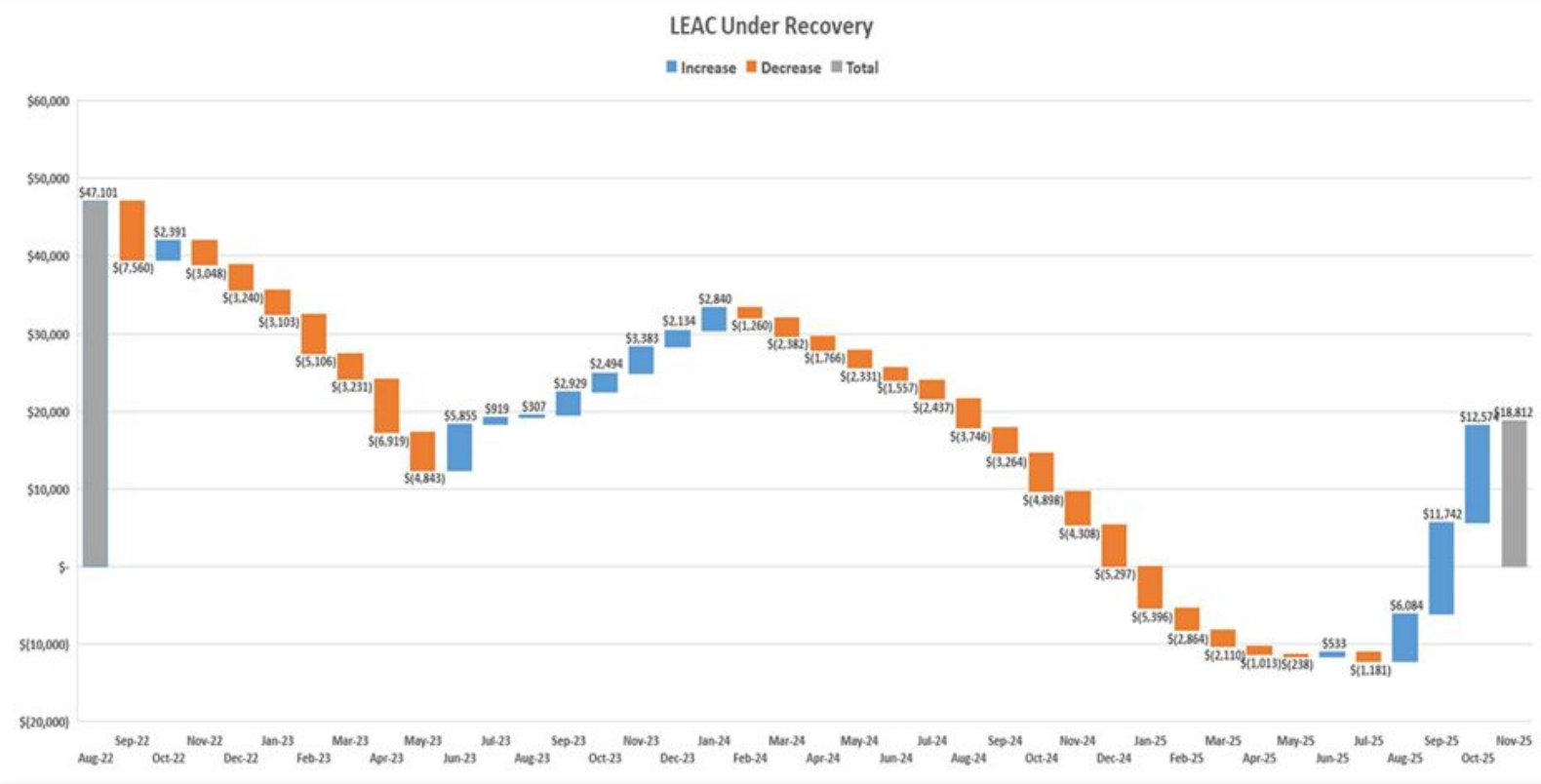
November 2025 Monthly Financial Highlights (Continued)

Through November 30, 2025													
	1Q2023	2Q2023	3Q2023	4Q2023	1Q2024	2Q2024	3Q2024	4Q2024	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026
Residential	45,370	45,417	45,453	44,968	45,642	45,759	45,879	45,953	45,924	45,901	45,903	45,809	45,804
Commercial	5,425	5,473	5,436	5,421	5,447	5,476	5,522	5,547	5,558	5,572	5,570	5,565	5,572
Government	1,088	1,108	1,112	1,106	1,105	1,102	1,109	1,120	1,136	1,135	1,138	1,139	1,143
Streetlights	1,167	1,167	1,165	1,159	1,149	1,145	1,144	1,135	1,126	1,121	1,126	1,144	1,143
Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	**53,051**	**53,166**	**53,167**	**52,655**	**53,344**	**53,483**	**53,655**	**53,756**	**53,745**	**53,730**	**53,738**	**53,658**	**53,663**

Debt service coverage (DSC) calculation-indenture	2020	2021	2022	2023	2024	2025	2026
Senior lien coverage	1.42	1.54	1.71	1.29	1.43	1.52	1.52
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	1.23	1.49	1.71	1.29	1.43	1.52	1.52

November 2025 Monthly Financial Highlights (Continued)

(in '000)



Through November 30, 2025				
$000	LEAC Revenue	Fuel Cost	(Over)/Under Recover	Under Recovery Balance
October	$ 22,891	$ 23,798	$ 906	$ 12,574
November	$ 20,783	$ 27,020	$ 6,237	$ 18,812

November 2025 Credit Summary

Investment Grade Rating

	S&P Global	Moody's	FitchRatings
Rating	**BBB**	**Baa2**	**BBB**
Long-Term Outlook	**Stable**	**Stable**	**Stable**

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 PM, Tuesday, January 27, 2026

***AMENDED AGENDA**

1. **CALL TO ORDER**

2. **APPROVAL OF MINUTES**

3. **PUBLIC COMMENTS** (Limit to 2 Minutes)

4. **GPA**
   - **4.1.** GM Report
   - **4.2.** Financial
   - **4.3.** **GPA Resolution No. FY2026-08** – Relative to Approval to Increase the Limit to Repair and Overhaul of the Navy-Owned Orote Power Plant
   - **4.4.** **GPA Resolution No. FY2026-09** – Authorizing the Guam Power Authority (GPA) to Increase the Limit and Time Frame for the Amended Energy Conversion Agreement (ECA) for Energy Services for Ukudu Power Plant
   - **4.5.** **GPA Resolution No. FY2026-10** – Relative to the Authorization of Demand Side Management (DSM) Funds for Approved Energy Sense Programs and Supporting Infrastructure
   - **4.6.** **GPA Resolution No. FY2026-11** – Authorizing the Management of Guam Power Authority to Petition the Public Utility Commission for the Extension of the Existing Contract for the Management, Operation, and Maintenance of the Guam Power Authority's Bulk Storage Facility with Supreme Group Guam, LLC

5. **GWA**
   - **5.1.** GM Report
   - **5.2.** Financial
   - **5.3.** **GWA Resolution No. 04-FY2026** – Relative to Approval of Contract Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM Technical Services, Inc.
   - **5.4.** **GWA Resolution No. 07-FY2026** – Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply Ultrasonic Water Meters
   - **5.5.** ***GWA Resolution No. 08-FY2026 -** Relative to Authorizing the Approval of Settlement Authority for Global Mediation Relative to Superior Court of Guam Civil Case No. 0593-24: Gershman, Brickner & Bratton, Inc. as Federal Receiver for Guam Solid Waste Authority v. GWA and DB Insurance Co., Ltc.

6. **POTENTIAL PAY ADJUSTMENTS**
   - **6.1.** GPA: General Manager, Chief Financial Officer, Legal Counsel, and Utility Board Secretary
   - **6.2.** GWA: General Manager, Chief Financial Officer, and Legal Counsel

7. **OTHER DISCUSSION**
   - **7.1.** Authorized Use of Guam Power Authority and Guam Waterworks Authority Mailing List
   - **7.2.** Legal Opinion Concerning GPA Assistant General Manager of Operations Position

8. ANNOUNCEMENT

8.1. Next CCU Meetings: February 17, 2026 – GWA Work Session, 8:30 AM
February 19, 2026 – GPA Work Session, 8:30 AM
February 24, 2026 – CCU Regular Meeting, 5:30 PM

9. EXECUTIVE SESSION

9.1. GWA Litigation Matters

9.2. *GWA Personnel Matters

10. ADJOURNMENT

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 Board Room, Gloria B. Nelson Public Service Building
5:30 PM, Thursday, December 4, 2025

MINUTES

1. CALL TO ORDER

Chairman Santos states, today's meeting was scheduled for November, but today's date is December 4 and the time is 5:34 PM. I will acknowledge the commissioners present are Commissioner Limtiaco, Commissioner Sanchez, Commissioner Duenas, Commissioner Martinez and myself, Commissioner Santos. We have a quorum.

Commissioners:

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

Executive Mgmt.:

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

Management & Staff:

Candice Ananich	MA/GPA	Joyce Sayama	Comms/GPA
Ann Borja-Gallardes	MA/GWA	Nick Lee	Comms/GWA
Peter Pangelinan	IT/GPA	Vladimir Navasca	IT/GPA
Lourissa Gilman	UBS	Reginald Diaz	MA/GPA

Guest:

David Castro	Guam Daily Post	Theresa Tayama	Public at Large
Annmarie Muna	AM Insurance		

2. APPROVAL OF MINUTES

Chairman Santos states, I will call now for the approval of the minutes from October 25th. Comm. Sanchez states, move to approve, Mr. Chairman. Comm. Limtiaco second. Chairman Santos replies, so moved.

With no objections, minutes from the October 25, 2025, CCU Regular Meeting have been approved.

3. PUBLIC COMMENTS

Chairman Santos states, we have no public comments.

4. GWA

4.1 GWA GM Report – GM Bordallo states, thank you, Mr. Chair. We have no updates to the GM Report or the Financial Report. So, if there's no questions on those, we can move right into the resolutions. Chairman Santos asks, colleagues, we're okay. I'll let them move. Okay. All right.

4.2 GWA Resolution No. 03-FY2026 Relative to Approval of ID/IQ Undersized Waterline Replacement Design and CM Contract - GM Bordallo states, as explained in the work session, this was originally awarded to Brown and Caldwell. We had a contract in place and then the authority exercises its rights under the contract to terminate for convenience and we moved to select the second most qualified offeror which is Duenas Camacho and Associates in this case. So these projects that are outlined include multiple task orders for an authorized contract amount of $2.72 million. However, we intend to award just the first contract task orders up to $1.5 million which is EPA SRF grant funded. we expect completion of the work contemplated in this contract by 2030 including construction management services. For the balance of the authorized contract amount, we will be using bond funds interest from bond funds and IFCIP as needed to authorize in the future task orders up to the $2.72 million amount that we're seeking approval from you for this evening. That that's all we have on this resolution. If there are any questions. Comm. Sanchez states, move to approve resolution number 03-FY2026 relative to the approval of an IDIQ undersized waterline replacement design and construction management contract; Comm. Duenas second. Comm. Limtiaco asks, you're saying that the lowest bidder that was awarded rescinded their proposal? GM Bordallo responds, no, this is not this is not a bid. This was based on qualifications because it's engineering and professional services. So it was originally awarded to Brown and Caldwell, but due to a conflict with Brown and Caldwell on the GVB lawsuit, we elected, they did not disclose the conflict to us and so we elected to terminate for convenience and then because the project is important, move forward with the second highest ranked qualified firm.

With no further discussion on GWA Resolution 03-FY2026, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

4.3 GWA Resolution No. 05-FY2026 Relative to Approval of Contract Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for Brown & Caldwell – GM Bordallo states, this is a contract that is required under the partial consent decree to help us meet those critical deadlines. So we are seeking approval of amendment number three to the IDIQ contract for a task order number three which would in increase funding on the contract to accomplish several sewer line replacement projects which are enumerated in the documents. These sites are located throughout Guam including Agat,

Chala Pago, Hagatña, Mangilao, Piti, and Tamuning. We are looking for an additional $2.863 million to execute this task order which would increase the total funding amount of the contract to $9.813 million. The completion will depend on the sight specific conditions that we encountered during the design for these sewer transmission system replacement projects including the permit requirements. Currently, the funding for this is available based on what we've identified in the CIP using both grants and bond funds and internally funded CIP. Comm. Duenas states, we, when we talk about $9 million that that's big money. They have a way to break it down to that point to that amount, right? So we can accountability each one. GM Bordallo states, yes. The $9.8 million is for the total contract which includes prior authorized task orders. We are seeking an increase only of $2.863 million to cover task order number three which provides design services for the seven sites identified in the documents. So each one each one has a specific. Comm. Sanchez asks, we're okay with Brown and Caldwell? GM Bordallo replies, this one we would like…we would consider also that the conflict issue but this one because of the partial consent decree and the tightness of the deadlines were kind of our hands are tied on this. Comm. Sanchez states, move to approve resolution number 05-FY2026; Comm. Duenas second.

With no further discussion on GWA Resolution 05-FY2026, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

Chairman Santos states, Miguel, really quick, update us on the notice in Yona. GM Bordallo states, So, there was a, coliform positive sample that was collected in the distribution system on Monday. The regulations require that we take repeat samples to confirm whether it is in fact an issue with the distribution system. The data from the repeat sampling indicated that it was a private plumbing issue and not a distribution system issue. But Guam EPA required us to send out that notice anyway. And you know all the data pointed that it was not a distribution system issue. So, after we had this the second set of repeat samples from the distribution system confirmed come out negative at that point, they allowed us to lift it. It was issued last night and was rescinded this morning. To answer the question, do we know how we got in? The sample locations are picked by Guam EPA in this particular residence. The sample tap was itself contaminated and that was causing the positive. So an alternative site, an alternative tap from the same location was totally clean and then upstream and downstream were totally clean. So, it was just that one piping on private plumbing that caused the problem. We already have informed the public and we submitted our notice. We'll get it out on social media. We did submit our notification to Guam EPA that we were challenging that particular NOV and public notice.

5. GPA

GPA GM Report – Acting GM Limtiaco states, we have Frank Santos here. He's the Acting AGMO. So he is prepared to give a very general update on what type of testing Ukudu is doing now and what we can expect. So if you would like, I'd like him to go ahead and do that. Acting AGMO Frank Santos states, currently, Ukudu, we're carrying at this time about 85 megawatts. Ukudu is currently testing. We're pushing about currently at the moment about 85 megawatts. That goes up and down. We've gone as high as 208 megawws and then have done a low reduction test of a maximum of about 65 megawatts which we were able to survive which is good news. And we will be testing over the next few days. And hopefully, by next week, we'll go into reliability testing which means that we'll be running at full capacity whenever we can as load permits. Their full capacity is about 198 megawatts net. However, we don't have all those 24 hours a day. So, we'll give it to them when we can and then we'll drop their load for the remaining of the day and move on from there. Chairman Santos states, I

think John B uses the word 51% thermal something. Acting AGMO states, yeah, that's part of the testing that they're doing. So we will have those numbers as soon as they're available from them. Acting GM Limtiaco states, I'll add that John B has been monitoring and he's been calculating the efficiency. So at last update, he did believe that the UKU power plant will meet the 51% efficiency the target date when they're commissioned on or before December 31 2025, sir. Comm. Limtiaco asks, does anybody know how the thermal efficiency is calculated? Is it taking the STG megawatts and then the total megawws divided by the total fuel? How are you measuring the efficiency? AGMET Cruz states, it's the heat content of the fuel that you consume, which is in MBTU. And, it's MBTU per kilowatt hour. So the it's divided by the total output of the generator. So, the efficiency of the heat rate would be MBTU per kilowatt hour or megawatt hour. Chairman Santos states, what about Cabras 1 and 2 and what about my favorite MEC? What's happening? Acting AGMO states, MEC's operating normally at this time we have both of them. Cabas 2 is down. We have a boiler tube leak. We're working on that. We hope to get it back right after the weekend. Cabas one is fine. It's running at 25 megawatts.

Acting GM Limtiaco states, Mr. Chair, would you like to move on to Resolution FY2026-03, which is the LEAC update? Chairman Santos suggest to start with the simpler resolutions first. Acting GM Limtiaco then ask, I would like with your permission to table Resolution FY2025-06 Relative to the Write-Off of the Guam Power Authority. We are scrubbing the data and there is something with the data that we'd like to verify. Chairman Santos replies, okay.

5.1 GPA Resolution No. FY2026-04 Relative to Authorization of the Additional Funding and Time Extension for Contract for Engineering, Procurement, and Construction Management (EPCM) GPA-RFP-21-010 – Acting GM Limtiaco states, so we are requesting that the CCU allow GPA to do two things, to extend the EPCM contract which expired on November 30th and we would like to extend that for two years. That's one of our options that we have from December 1, 2025 through it should be November 30, 2027. The reason for the extension is to do two things. One is to continue to have technical services for Cabras 1 and 2 because of the delay of the Ukudu power plant commissioning. And, the second is to gain your permission for $179,398 which is over the approved budget that you and the PUC had had previously unauthorized. And so the reason that we need $79,398 would be to cover the costs for the extension of the Ukudu Power Plant oversight PCM up until the commissioning and then a little bit thereafter and second to start on some of the additional LNG phases but the specific work for LG will be requested through a separate resolution. Chairman Santos asks, would that mean an additional amount on top of this contract for that specific LNG? Acting GM Limtiaco responds, for the additional LNG? Possibly, yes. And so that's not what we're asking for at all. Chairman Santos asks, but you're going to use them as the consultant for that particular discussion? Acting GM Limtiaco responds, currently, yes. So they have as you already know they've already completed the first phase and that's to update the LNG study and I believe that that was presented to this body probably early this year. Comm. Limtiaco states, motion to approve FY2026-04; Comm. Sanchez second. Chairman Santos calls for the vote.

With no further discussion on GPA Resolution FY2026-04, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

5.2 GPA Resolution No. FY2026-05 Resolution Relative to the Authorization of Cabras 1&2 PMC – Acting GM Limtiaco states, so again, very similar to what I had mentioned earlier the Ukudu commissioning has been delayed from September 30, 2025 to before a by December 31, 2025. And so with that we will have fuel, as John B had mentioned, we will have additional fuel to burn off but more importantly, we do need to have the PMC to support us until Ukudu is online. I must note right now that we are considering all of our options. So we do understand that the additional PMC will cost us some money additional money. So, we are looking at options on whether or not we can possibly sell the additional fuel we have, which will prevent us from having to burn the fuel and have the plant operating. All of this is in consideration that as Frank had mentioned, Cabras 2 is really experiencing a lot more frequent boiler tube leak. We don't want to be pushing these plants. However, we also are mindful of our commitment to US EPA to make sure that the plants are decommissioned per our consent decree. So, how much will it cost? The estimated cost for this extension again the extension is for 4 months is $1.026 million for the fixed management fee and an additional $400,000 for reimbursable O&M expenses making the total estimated cost to be $1.426 million for the 4-month period or approximately $357,000 per month. So that makes the grand total since September 30, 2020 expended on the TEMES PMC to be $20,959,712. Comm. Limtiaco states, motion to approve resolution FY2026-05; Comm. Sanchez second.

With no further discussion on GPA Resolution FY2026-05, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

Comm. Limtiaco asks, just one quick question regarding the last resolution (Res No. FY2026-05). On the current consent decree, what is the deadline for us to decommission the unit? Is it passed May? Acting GM Limtiaco states, on the current consent decree, we had permission to have the Ukudu Power Plant, this is what US EPA has acknowledged is the commissioning date of September 30 2025. US EPA has been issued notice that we have missed that date but we have not received official acknowledgement from the US EPA which has been very difficult to get this year. So the consent decree says a Cabras 1&2 shall be retired no later than 6 months after the official commissioning date. So if they approve that the official commissioning date is December 31, 2025. We will be asking for that extension. However, we don't know if the US EPA will grant that extension. So right now we are looking at March 30, 2026 and that corresponds with our budget, the GPA budget that you've approved. So there are additional costs to keep the plant running and so we are really looking to see how we can mitigate any additional expenses and at the same time make sure that we do have some backup should additional delays happen. Comm. Sanchez asks, but are we running it just to burn primarily we're running it to burn off the fuel? Acting GM Limtiaco responds, once Ukudu commissions, that is correct.

5.3 GPA Resolution No. FY2026-07 Relative to the Amendment for Fiscal Year 2026 Budget – Acting GM Limtiaco states, So, on this resolution we want to reflect the we want to revise the 2026 budget to reflect the reduction of the base revenue. We projected $50.7 million. If it became effective January 1st, we will be a reduction about $12.7 million of the base revenue. So the new base revenue will be about $38 million for the remaining year. In addition, we have increase in field cost. If we have to burn the RFO, we probably incur about additional $23 million. So we want to increase the budget for that. The other things we want to do is a Ukudu because it not did not come in line in October 1st as we planned. So we're looking about reduction of $17.7 million that includes O&M and principal interest payments or cap fixed capacity fee. So when we reflect it in our financial statement, the other one is we just discussed earlier is the additional expenses to run

Cabras 1&2 which is about $1.42 million. The last one is we wanted to reflect is the change in the retirement fund. They went up from 30.77% to 33.85%. That was the additional cost of $1.64 million they want to reflect in our budget. Comm. Sanchz asks, so the revenue is going down because of the delay in the increase in the base rate, right? Ultimately, the base rate is going up to pay Ukudu, right? CFO Kim states, yes. Comm. Sanchez asks, so this is but we passed the budget for the whole year four months ago and now you're just making the calculations. CFO Kim response, yes. So the net impact on the financials on the cash flow wise is almost like $670,000. It's just a wash just a moving of accounts. Chairman Santos asks, when are we going before the PUC? For the base rate and the LEAC? CFO Kim replies, oh, December 22nd. So they are officially entertaining us on December 22nd. We're looking for the base rate adjustment and hopefully they'll entertain us on the LEAC. Comm. Limtiaco asks, if I heard you correctly, the PUC meeting is on the 22nd. And this assumption is based on revenues, assuming that the base rate changes are approved effective January 1st. Is that realistic? So, from December 22nd, they make it effective January 1st. CFO Kim states, yes. We went through all the procedures. Comm. Sanchez states, I move to approve, Mr. Chairman, GPA resolution FY2026-07 relative to the amendment for fiscal year 2026 GPA budget; Comm. Duenas second.

With no further discussion on GPA Resolution FY2026-07, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

5.4 GPA Resolution No. FY2026-03 To Authorize the Management of Guam Power Authority to Petition the Guam Public Utilities Commission to Adjust the Levelized Energy Adjustment Clause (LEAC) for the Period of February 1, 2026 through July 31, 2026 – Acting GM Limtiaco states, sir, we're coming before you for resolution number FY2026-03 to authorize the management of GPA to petition the GPUC to reduce the LEAK for the period of January 1, 2026 through July 31, 2026. The objective is to meet the December 15th upcoming LEAC filing deadline with the PUC. GPA proposes to reduce the LEAC factor to 13.5840 per kilowatt hour for the period of January 1, 2026 through July 31, 2026. The average fuel price is expected to be $94.57 per barrel for the period ending July 31, 2026. GPA proposes to implement the base rate adjustment concurrently with the LEAC factor reduction effective January 1, 2026, thereby aligning the rate changes with the anticipated full commissioning of the Ukudu Power Plant on or by December 31, 2025. While the base rate increase is necessary to recover the cost associated with the Ukudu Power Plant, the corresponding reduction in the LEAC charge which is resulting from the decreased fuel consumption due to the plant's high efficiency helps mitigate the overall financial impact on customers. By implementing both adjustments simultaneously, GPA ensures that the ratepayers will receive the full benefit of the anticipated fuel savings from the highly efficient power plant. Thereby reducing the net effects on GPA's customer billing. And with that, I'm going to turn it over to John Kim to explain. Comm. Duenas asks, John, when they say LEAC, it's an acronym for me. Can you can you can I detail just explain to me what exactly is that? CFO Kim states, so LEAC stands for Levelized Energy Adjustment Clause. Comm. Duenas asks, what? CFO Kim response, Levelized Energy Adjustment Clause. CFO Kim continues, it is a direct charge of fuel cost to the customers so the base rate we covered for the loan payments and operation and also the IPPs and running of the plants however the fuel charges which is LEAC. We get reimbursement for those normally we said about six months we predict what the six months of the fuel cost going to be and we set a rate and we get reimbursed. If you over recover or under recover, we adjust in the following LEAC periods. For this period, since we're doing a base adjustment in January 1st, we asked the PUC if they could entertain us for December meeting to reflect the LEAC adjustment January 1st

so that base rate will slightly go up. However, will be offset by the LEAC fuel cost. So, right now at we requesting $13.58. So, in other words, and for 1,000 kilowatt customers, the increase will be only about $8 per month. So, that's what we we've been explaining during a village meeting. It should be between zero to $8. Comm. Sanchez further explains, so the in the last century when commission your predecessor and I were on the PUC. So some power companies they change the fuel rate every month. Some do it two months, some do it three months. The concept of levelized the L was to say let's project a rate that we can keep level for six months versus not being like a gas station where it can go up this week or down next week that that just… we can't function as a business and ratepayers go crazy. So the L the level says we take a six-month projection from February 1 to August 1 usually and from August 1 to January 31, we project our fuel cost and then we levelized it. We just say we want that rate what would be the average rate for that six-month period given our projections and that's where the L the levelized the concept was to keep the rate level for a six-month period. Some people, some do it for a three-month period. Some change it every month, right? It's up to that power company. But the original PUC that your predecessor and I were on and after all the work and talking with John B. back then, we said, "Let's not have a power bill that goes up this month, down next month, like I like the gas station. Let's levelized it." And then we predict for six months, and if we're short, we the next six months, we raise it at a level basis. If we're if we've over recovered, we reduce it, but we levelized that reduction or whatever the change is, we levelized the rate for six months so that it's easier for ratepayers, for us. Comm. Duenas asks, I have a question, throughout the states, The fuel went down to $2 everywhere you go, $2.50. Why is Guam still paying $500? We're in the middle of nowhere? Comm. Sanchez responds, we've got huge freight costs. Comm. Duenas replies, I know, but it never went down. I understand that… Comm. Sanchez states, we lowered the LEAC since January. Comm. Duenas states, I know. It's not our thing to be able to regulate the fuel for the gas station. But I was just comparing, you know, everywhere you go is five $5 some. And it never, you know, but everywhere in the states was just two $2 $2.50. Comm. Sanchez adds, well, and if you're talking about retail gas station where we drive our car in. That's a total totally different than the fuel that we buy for the Guam Power Authority or any power company. That's a totally different economic situation. If you review the stuff, John B reports, he tracks global world prices to our price. We follow the market because that's where we buy it, right? But we levelized the impact and average it out over six months. So that's where the L came from. Comes from on the LEAC. It averages out. We project and then we adjust every six months. Some do it three months, some do it two months, some change it every month. In Saipan, right now, they didn't change it, but they adjust it every month. We send a letter out every month. Acting GM Limtiaco adds, Commissioner Duenas, I'd also like to point out that for the oil that is burned at the Cabras Power Plant, that's a very expensive fuel compared to the diesel that they're burning. It's the most expensive. And so when we when we retire that (Cabras) the LEAC will become even more levelized. Comm. Duenas comments, yes, it expensive because we purchase it through Asia. But you know, US has gone down to $63 per barrel. We're paying $120 per barrel. That's twice three times more. Acting GM Limtiaco responds, the current RFO is expensive, sir, because of the amount of blending that needs to be involved. So to make that fuel that EPA is approving, it became very expensive. Comm. Duenas asks, yes, but is there a way we can, you know, look at other areas where, you know, for example, Russia has gone down to $30 a barrel in this kind of oil, but $120 is a lot. Acting GM Limtiaco states, there are some limitations on where we receive our oil. But when we do have our bids out, anyone can bid and then they have to qualify and so if they want to get it from the US, they can. But historically it's been very expensive and in fact so expensive that no one has bid to bring in the fuel from the US. Comm. Sanchez adds, even the US military buys it out of the

refineries in Singapore. Comm. Duenas says, but US has gone down tremendously. Comm. Sanchez explains, you can't compare it the way you're doing it. You're mixing apples and oranges... Chairman Santos states, all right, let's go. Let's go. Mr. Duenas, we want to finish. CFO Kim continues, yes, this is the story we've been mentioning in our village meetings. Mr. Benavente did excellent job of relaying the messages. So in January of 2025 our bill on the average 1,000 kWh customer was $359. In February the price of LEAC was down. So the average bail went on $306. So that was about $53 saving that was passed on to the ratepayers. Then again in August we went down by down to $253. Those additional $53 in fuel cost that was given to the ratepayer. So in total was about $106 that the customers have been saving since August. If you equate that per annum is almost $1,000. That's a $1,000 savings that the customers could put into their pockets. So, in the village, maybe we weren't quite sure what the LEAC's going to be. So, we said it's going to be between $253 to $261., right now we requesting about $13.58 cents. So that's equates to about $8 and the reduction in LEAC plus the base rate is going to be net impact is about $8. That's what we always mentioned that we want to minimize the impact. So we asked PUC if they can entertain us the LEAC adjustment in January. So they're working on it. We've been working with their consultant to bring the docket to them for December 22nd. On the next slide, yeah, that's pretty much we went into LEAC in January was 0.26 cents. In February moved to 20.9 cents, then August 13.5 cents. Now in January we're asking for 13.58. Next slide. this is decrease in February day 14.8. The same amount that percentage change because of different denominators. So it's over 17.4. Next slide please. So the this is the RFO. We did purchase one. We purchased the this is probably the last purchase we ever going to have for RFO and we came in about a couple weeks ago was about $111 per barrel. Comm. Sanchez comments, and that includes not only the oil but the refining. And in our case, we had to double scrub it. It's the cleanest. We buy the dirtiest oil and then we had to clean it up the most that and that's the differential, Commissioner Duanus, you look at the barrel. Yeah, that's the barrel…that's the easy part. But the refining, where do you refine it and then shipping it here, right? That's big. That's a lot different than refining it in Texas and driving a truck to the nearest power plant and dumping gas into them into their power plant. So that that's why the barrel comparison is only the beginning of the comparison. You're only looking at the raw product. That's global, right? But refining it and shipping it to your end customer, no bidder from Texas has ever said, "Yeah, I can do it cheaper than everyone getting it from Singapore, including the United States." Comm. Duenas clarifies, my comment is, you know, whenever you buy anything fuel or what, it needs to be calibrated because like I go to, for example, the National Guard, I take a five-gallon container and when I pump it and fill it up, it's $5, but it's still only like one third. So, I know the calibration is not right. But when you go to Anderson and a certain pump, you know, you pump you I used a five gallon and I pumped it. It goes over five dollars, you know, and I mean over five gallons and so I choose that pump because I know the calibration is really perfect and you get more. So I'm just saying I when we buy something it's good that we make sure it's calibrated correctly because you just move a little bit. And you know, you know, every barrel you lose. So, you know, even our gas station, you got to be careful and you got to because…all my life I calibrate. Chairman Santos states, all right, let's go. Let's go. Anything else? John K? CFO Kim states, that's it. Chairman Santos continues, okay, good. This is the stuff that John B tried to do for three straight nights and it did not happen. Comm. Sanchez states, I motion to approve GPA Resolution FY2026-03 to authorize GPA management to petition the PUC to reduce the LEAC for the period of January 1, 2026 through July 31, 2026; Comm. Duenas second.

With no further discussion on GPA Resolution FY2026-03, Chairman Santos calls for the vote and motions pass with five Ayes. [Aye = 5, Nay = 0]

Chairman Santos states, thank you, colleagues, we will take a five-minute recess and then go into executive session. Then we'll decide on our recess time.

6. EXECUTIVE SESSION

6.1 Chairman Santos calls for a motion to go into Executive Session. Comm. Limtiaco states, motion to go into executive session; Comm. Sanchez second. Chairman Santos replies so moved. Executive Session for GWA litigation matter. Time is 6:53 PM.

Chairman Santos announces, we are now back in regular session. Comm. Sanchez motions to adjourn; Comm. Limtiaco second. Meeting adjourns at 6:54 PM. Chairman Santos states, if we don't see each other, Merry Christmas.

//s/
Lourissa L. Gilman

Attested

FRANCIS E. SANTOS, Chairman

MELVIN F. DUENAS, Secretary

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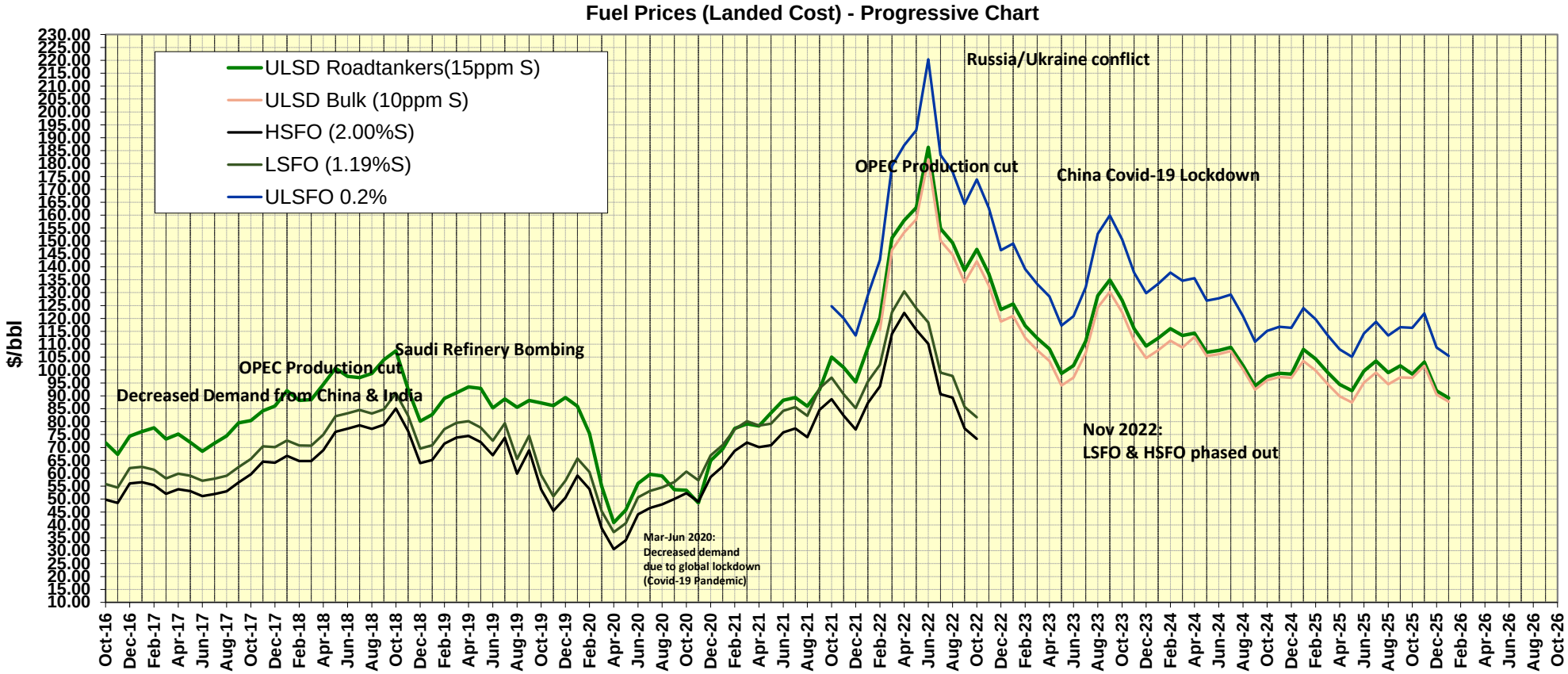
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GM REPORT

General Manager's Report

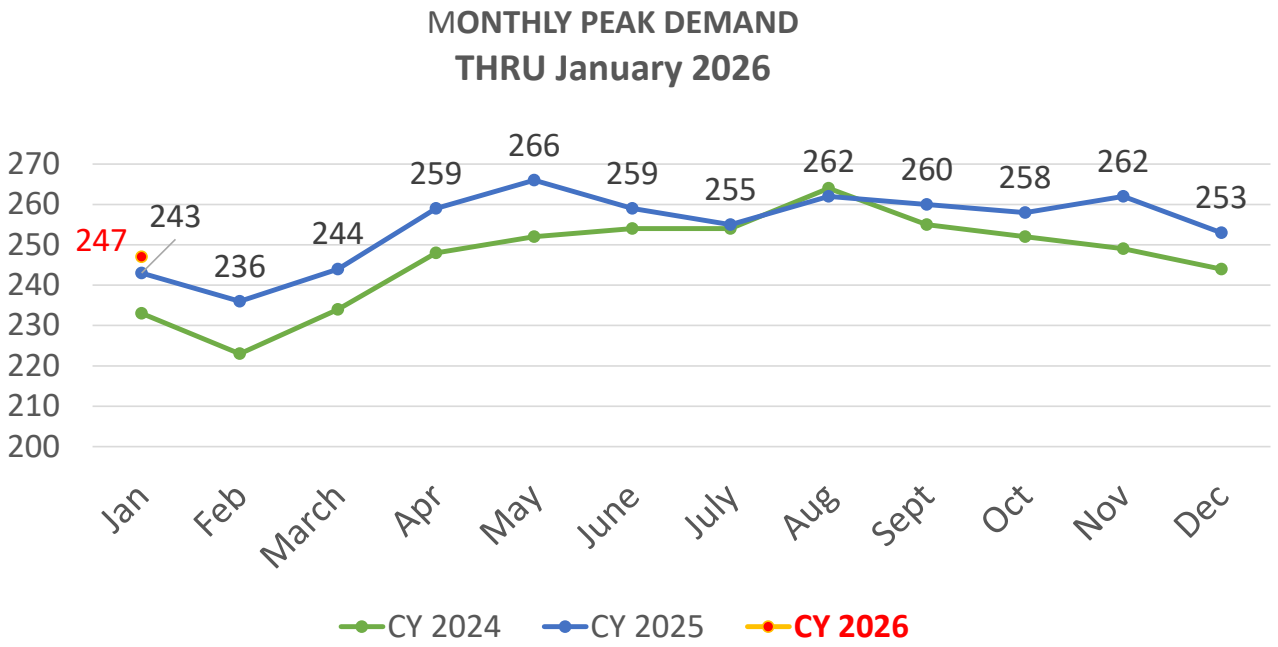
GPA Fuel Landed Cost (per barrel as of January 15, 2026) ULSRFO 0.2% $105.48 USLD Bulk $87.74



General Manager's Report

Reserve Margin Forecast for February 2026:

Targeted Available Capacity:	445MW
Projected Demand:	245MW
Total Reserves:	200MW



General Manager's Report

DSM Online Report – DECEMBER 2025

ONLINE COUNTS

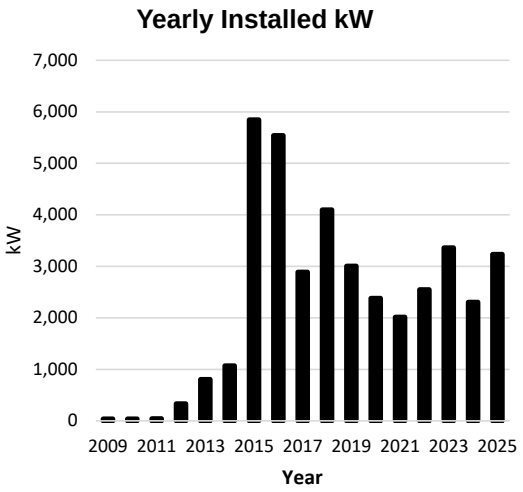
Month	ALL			COMMERCIAL			RESIDENTIAL		
	Applications	Equipment	Rebates	Applications	Equipment	Rebates	Applications	Equipment	Rebates
FY-2022*	**696**	**983**	**$ 196,075**	**7**	**12**	**$ 1,950**	**689**	**971**	**$ 194,125**
FY-2023	**5,721**	**8,007**	**$ 1,621,850**	**67**	**101**	**$ 19,350**	**5,654**	**7,906**	**$ 1,602,500**
FY-2024	**5,304**	**7,494**	**$ 1,522,600**	**81**	**116**	**$ 34,400**	**5,223**	**7,378**	**$ 1,488,200**
FY-2025	**5,527**	**7,673**	**$ 1,555,625**	**72**	**105**	**$ 27,400**	**5,455**	**7,568**	**$ 1,528,225**
Oct-25	437	595	$ 117,850	8	10	$ 1,850	429	585	$ 116,000
Nov-25	402	524	$ 105,075	7	11	$ 1,450	395	513	$ 103,625
Dec-25	466	588	$ 115,750	5	5	$ 1,150	461	583	$ 114,600
Jan-26	-	-	$ -						
Feb-26	-	-	$ -						
Mar-26	-	-	$ -						
Apr-26	-	-	$ -						
May-26	-	-	$ -						
Jun-26	-	-	$ -						
Jul-26	-	-	$ -						
Aug-26	-	-	$ -						
Sep-26	-	-	$ -						
TOTAL	**18,553**	**25,864**	**$ 5,234,825**	**247**	**360**	**$ 87,550**	**18,306**	**25,504**	**$ 5,147,275**
Monthly Averages (FY25)	**460.58**	**639**	**$ 129,635**	**6**	**9**	**$ 2,283**	**455**	**631**	**127,352**

** DSM Online went live on 8/17/22. FY2022 Figures are from 8/17/2022 to 9/30/2022 only.*
Large Commercial, Government, Prepaid, and Inactive accounts are still tracked and processed manually.
Paper applications are NOT INCLUDED with these counts. Includes denied and pending applications.

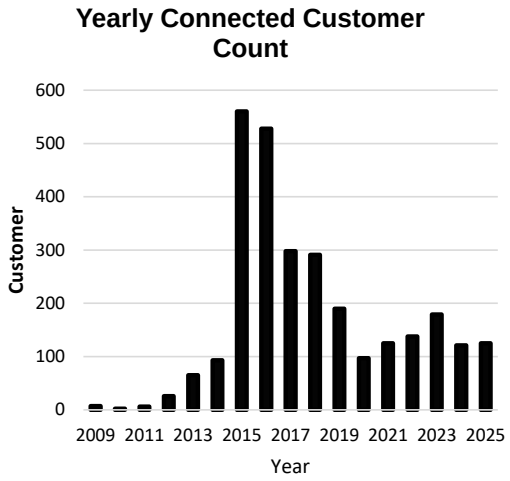
General Manager's Report

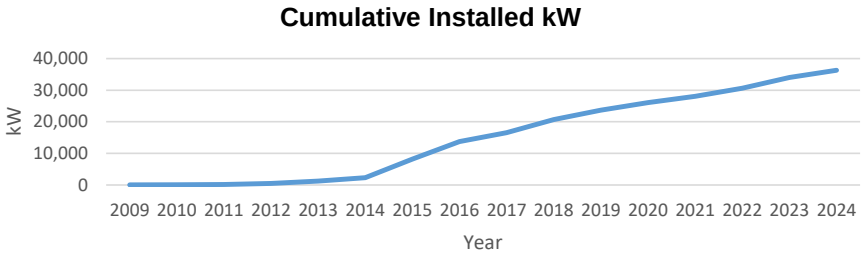
Net Metering - December 2025

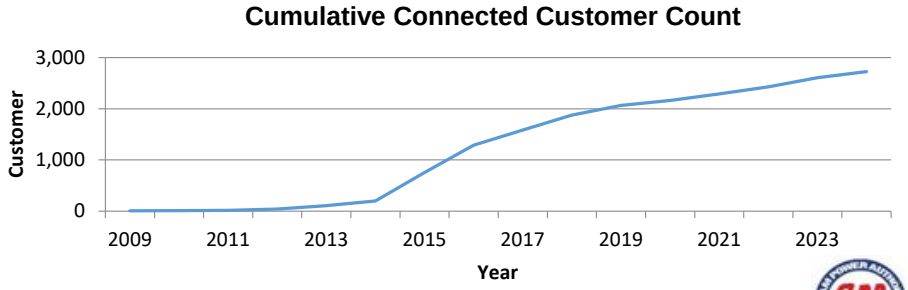
Installed kW by Year		
Year	Total	Cumulative
2009	39	39
2010	39	79
2011	42	120
2012	335	455
2013	803	1,258
2014	1,067	2,325
2015	5,843	8,168
2016	5,541	13,709
2017	2,887	16,596
2018	4,096	20,692
2019	3,005	23,697
2020	2,380	26,077
2021	2,017	28,094
2022	2,549	30,643
2023	3,362	34,005
2024	2,303	36,308
2025	3,234	39,542
Grand Total	39,542	



Customer Count by Year		
Year	Total	Cumulative
2009	7	7
2010	2	9
2011	6	15
2012	26	41
2013	65	106
2014	93	199
2015	560	759
2016	528	1,287
2017	298	1,585
2018	291	1,876
2019	190	2,066
2020	97	2,163
2021	125	2,288
2022	138	2,426
2023	179	2,605
2024	121	2,726
2025	125	2,851
Grand Total	2,851	







General Manager's Report

PUC Update:

Dockets heard and **passed** for the months of November & December 2025:

- **Docket No. 26-03** Petition of the Guam Power Authority to Reduce the Levelized Adjustment Clause for the Period of January 1, 2026 through July 31, 2026
- **Docket No. 26-04** Petition of the Guam Power Authority to Approve Extension of the Cabras 1 and 2 Performance Management Contract until May 31, 2026

Dockets to be heard for the month of **January 2026**:

- None pending

Pending Dockets:

- **Docket No. 24-03** Petition to Review 12 GCA § 8502(c)(2)(B) Relative to Net Metering – this docket will not be heard until further notice

General Manager's Report

Customer Engagement & Community Outreach – SURGE Cyber Tabletop Exercise 2025

- GPA held its first SURGE Cyber Tabletop Exercise on **Tuesday, October 28, 2025** at the Guam Community College Multi-Purpose Room.
- During SURGE 2025, GPA brought together partners and stakeholders, including management and key personnel from Guam Power Authority (GPA) and Guam Waterworks Authority (GWA), engaged in a series of scenarios regarding potential cyber physical security related incidents with GPA's infrastructure. Groups were given discussion points regarding each scenario and what actions to take. Afterwards, each group shared their responses with all participating in the exercise.
- Commission members from the CCU and representatives from Joint Task Force - Micronesia, Lawrence Livermore National Laboratory (LLNL)/ U.S. Department of Energy (DOE), and GPA's energy partners and Independent Power Producers (MEC, Guam Ukudu Power and Clean Capital) also participated in this exercise.











General Manager's Report



Customer Engagement – APPA Customer Connections Conference

- For the fourth year in a row, the Guam Power Authority was recognized by the American Public Power Association (APPA) for exceptional work in public power communications.
- CCU Commissioner Duenas and GPA communications staff attended the APPA's Customer Connections Conference in Salt Lake City, Utah from November 3 - 5, 2025, in Salt Lake City, Utah, and received the following awards on behalf of GPA Customers:









- **The Award of Merit in Web and Social Media** for GPA's Community Powered Web and Social Media campaign that recognizes GPA employee's hard work in the community. This category recognizes visually engaging and innovative websites and social media campaigns that are customer-friendly and accessible, to name a few.

- **The Award of Excellence for Video** for GPA's Lineworkers Read Aloud video. This category recognizes excellence in video production for creative, engaging, and memorable work.

General Manager's Report

Customer Engagement & Community Outreach – Adacao Elementary School Presentation



- GPA visited the 2nd grade students of Adacao Elementary School on **Tuesday, December 9, 2025.**
- GPA Communications staff debuted a new Energy IQ presentation that featured the Monster Detective Collective in partnership between **the American Public Power Association (APPA) and Milepost**. It is a joint project, with APPA offering the programs to its member utilities.
- The students were taught different types of energy sources (renewable and non-renewable), how power gets to their homes, how to be energy efficient, and ways to conserve energy. Students also engaged in a fun Eye Spy Energy activity where they identified items that were using energy, which items consumed the most energy, and how to conserve.
- After the presentation, T&D line crew did a live demonstration of the different types of tools and personal protective equipment (PPE) they use, the importance of electrical safety, as well as parts and proper use of a bucket truck.
- In addition, students were eager to watch as the linemen ascended the bucket trucks, demonstrating how high up they would have to go when working on power lines.



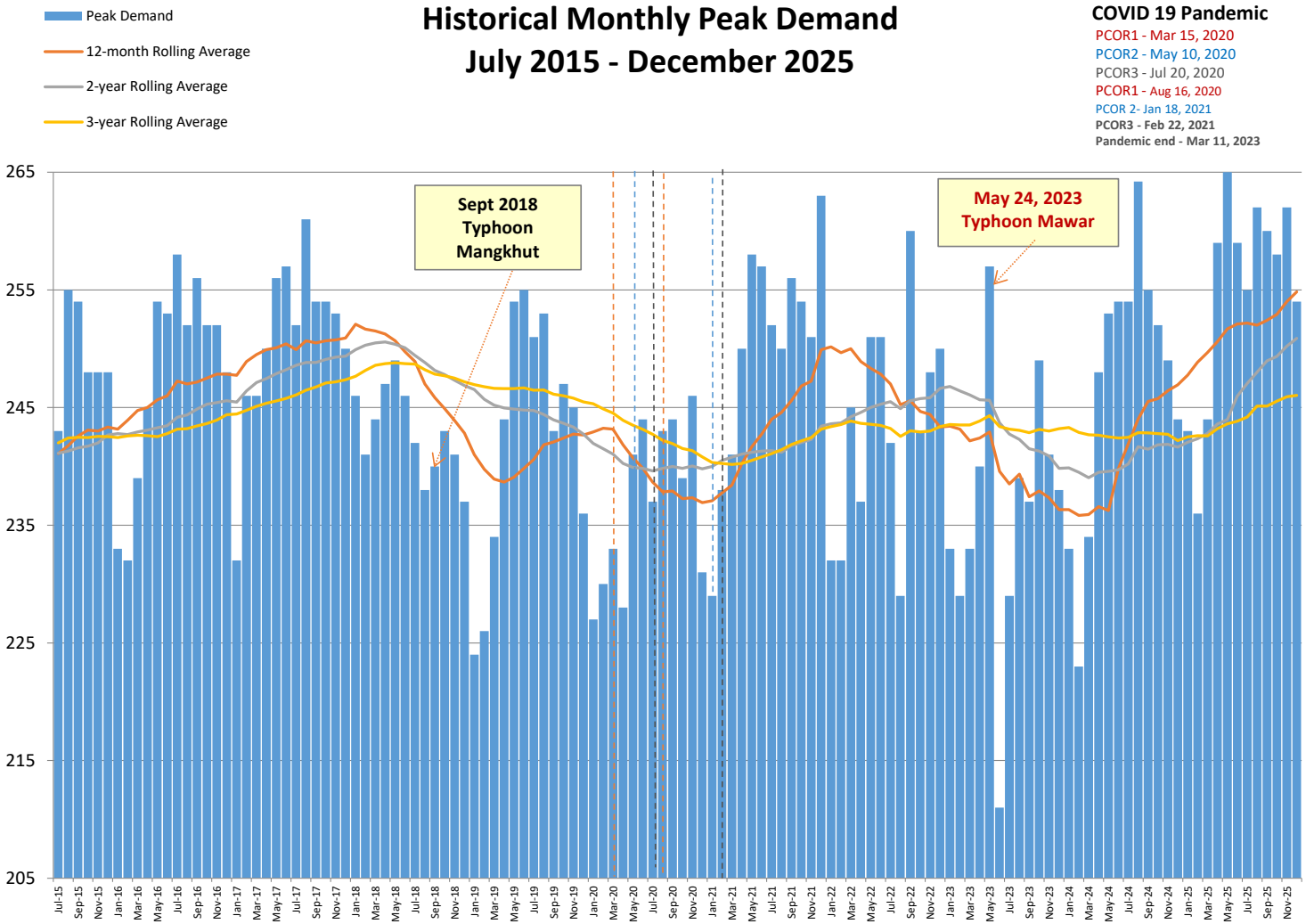




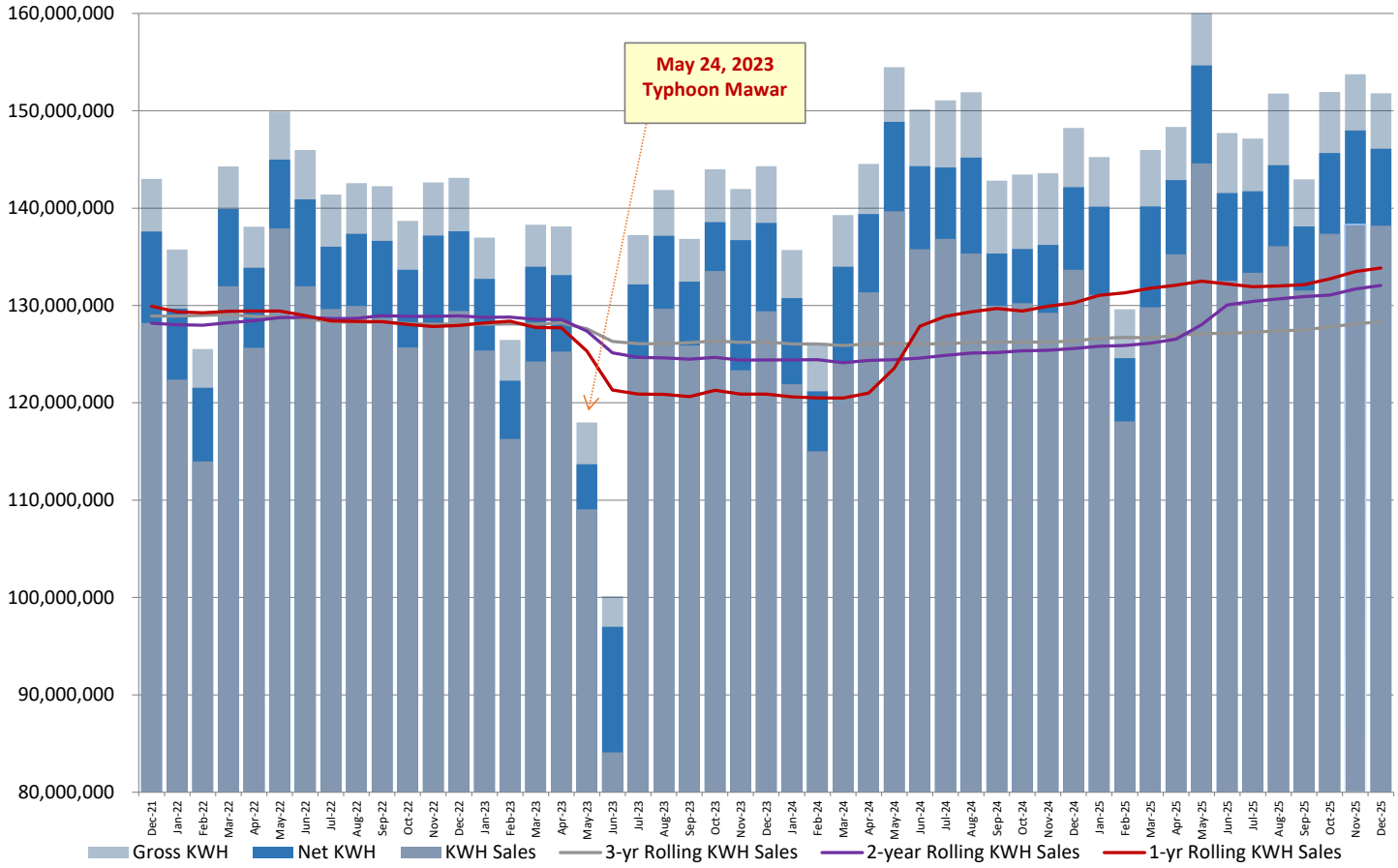


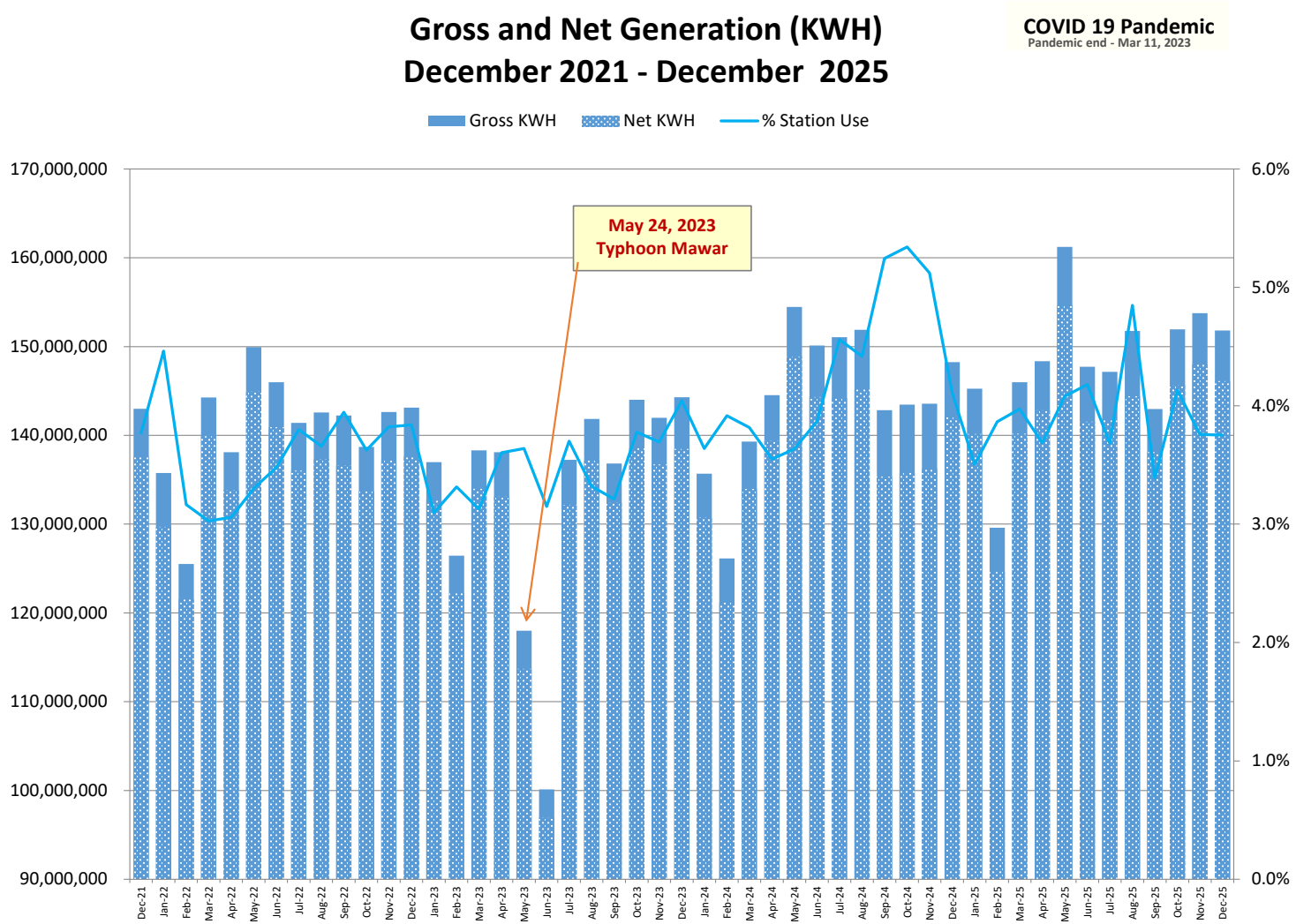


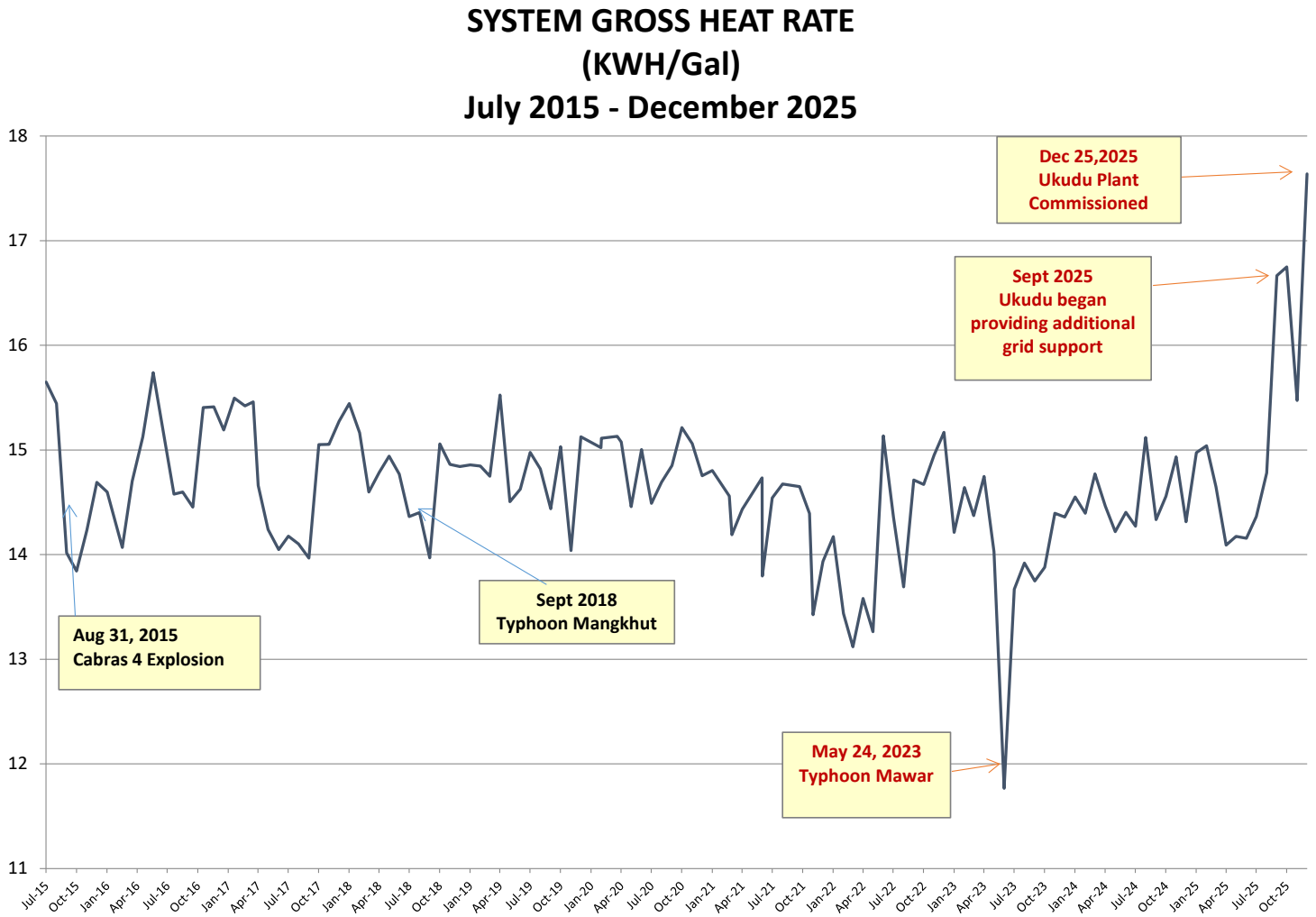
Generation KPIs December 2025

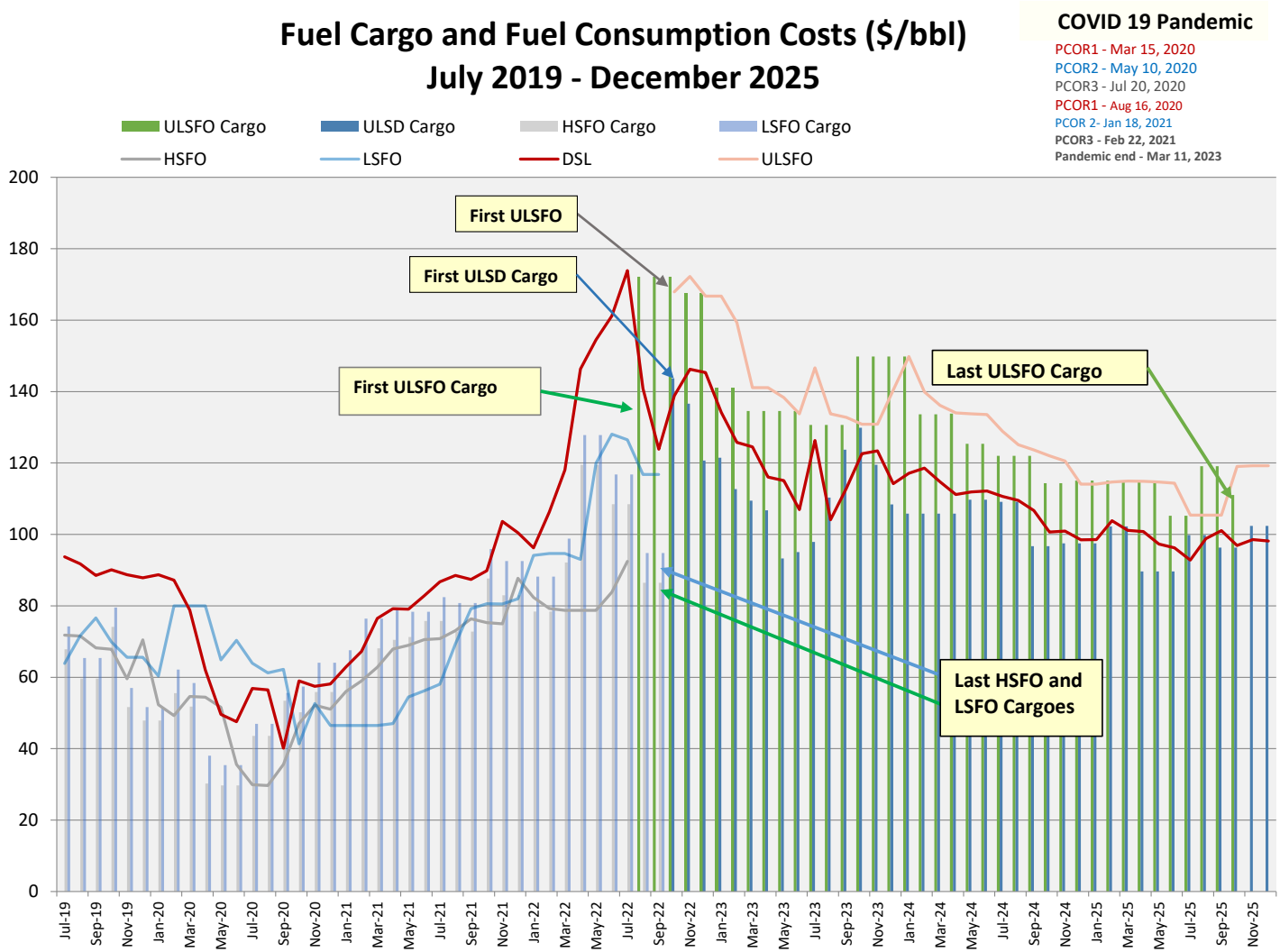

Historical Monthly Peak Demand
July 2015 - December 2025
Peak Demand
12-month Rolling Average
2-year Rolling Average
3-year Rolling Average
COVID 19 Pandemic
PCOR1 - Mar 15, 2020
PCOR2 - May 10, 2020
PCOR3 - Jul 20, 2020
PCOR1 - Aug 16, 2020
PCOR 2- Jan 18, 2021
PCOR3 - Feb 22, 2021
Pandemic end - Mar 11, 2023
Sept 2018 Typhoon Mangkhut
May 24, 2023 Typhoon Mawar
265
255
245
235
225
215
205
Jul-15
Sep-15
Nov-15
Jan-16
Mar-16
May-16
Jul-16
Sep-16
Nov-16
Jan-17
Mar-17
May-17
Jul-17
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May-25
Jul-25
Sep-25
Nov-25

Historical KWH Sales
December 2021 - December 2025




Gross and Net Generation (KWH)
December 2021 - December 2025
COVID 19 Pandemic
Pandemic end - Mar 11, 2023
Gross KWH
Net KWH
% Station Use
May 24, 2023
Typhoon Mawar
170,000,000
160,000,000
150,000,000
140,000,000
130,000,000
120,000,000
110,000,000
100,000,000
90,000,000
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
Dec-21 Jan-22 Feb-22 Mar-22 Apr-22 May-22 Jun-22 Jul-22 Aug-22 Sep-22 Oct-22 Nov-22 Dec-22 Jan-23 Feb-23 Mar-23 Apr-23 May-23 Jun-23 Jul-23 Aug-23 Sep-23 Oct-23 Nov-23 Dec-23 Jan-24 Feb-24 Mar-24 Apr-24 May-24 Jun-24 Jul-24 Aug-24 Sep-24 Oct-24 Nov-24 Dec-24 Jan-25 Feb-25 Mar-25 Apr-25 May-25 Jun-25 Jul-25 Aug-25 Sep-25 Oct-25 Nov-25 Dec-25


SYSTEM GROSS HEAT RATE
(KWH/Gal)
July 2015 - December 2025
18
17
16
15
14
13
12
11
Dec 25,2025
Ukudu Plant
Commissioned
Sept 2025
Ukudu began
providing additional
grid support
Sept 2018
Typhoon Mangkhut
Aug 31, 2015
Cabras 4 Explosion
May 24, 2023
Typhoon Mawar
Jul-15
Oct-15
Jan-16
Apr-16
Jul-16
Oct-16
Jan-17
Apr-17
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Oct-23
Jan-24
Apr-24
Jul-24
Oct-24
Jan-25
Apr-25
Jul-25
Oct-25


Fuel Cargo and Fuel Consumption Costs ($/bbl)
July 2019 - December 2025
ULSFO Cargo
ULSD Cargo
HSFO Cargo
LSFO Cargo
HSFO
LSFO
DSL
ULSFO
COVID 19 Pandemic
PCOR1 - Mar 15, 2020
PCOR2 - May 10, 2020
PCOR3 - Jul 20, 2020
PCOR1 - Aug 16, 2020
PCOR 2- Jan 18, 2021
PCOR3 - Feb 22, 2021
Pandemic end - Mar 11, 2023
First ULSFO
First ULSD Cargo
First ULSFO Cargo
Last ULSFO Cargo
Last HSFO and LSFO Cargoes
200
180
160
140
120
100
80
60
40
20
0
Jul-19
Sep-19
Nov-19
Jan-20
Mar-20
May-20
Jul-20
Sep-20
Nov-20
Jan-21
Mar-21
May-21
Jul-21
Sep-21
Nov-21
Jan-22
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Jan-25
Mar-25
May-25
Jul-25
Sep-25
Nov-25

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to December 31, 2025 and payments as of 01/25/2026

Current (12/31/2025 billing due 01/31/2026)
31 days Arrears (11/30/2025 billing due 12/31/2025)
61 days and over Arrears (10/31/25 billing due 11/30/2025)

CC&B New Acct Number		DEPARTMENT	BALANCE 11/30/2025	CANCEL/REBILL 01/25/2026	BILLING 12/31/2025	PAYMENT UP TO 01/25/2026	BALANCE 12/31/2025	CC&B BALANCE 01/25/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
Line Agencies														
3404311949	LINE AGENCIES	Guam Environmental Protect	12,222.93	-	5,853.68	(6,329.17)	11,747.44	**11,747.44**	5,853.68	5,893.76	-	-	-	11,747.44
4554808900	LINE AGENCIES	Nieves Flores Library	18,442.12	-	9,706.31	(28,148.43)	9,706.31	-	-	-	-	-	-	-
6069461950	LINE AGENCIES	Dept of Youth Affairs (Federal)	554.31	-	179.79	(371.68)	362.42	**362.42**	179.79	182.63	-	-	-	362.42
6293410000	LINE AGENCIES	Office of the Governor	48,406.40	-	23,154.58	(48,406.40)	23,154.58	**23,154.58**	23,154.58	-	-	-	-	23,154.58
6841080463	LINE AGENCIES	Guam Behavioral Health & Wellness	9,050.18	-	4,429.88	(13,480.06)	8,972.97	-	-	-	-	-	-	-
7928924534	LINE AGENCIES	Guam Visitors Bureau	9,655.95	-	4,705.65	(9,655.95)	9,417.76	**4,705.65**	4,705.65	-	-	-	-	4,705.65
3227759982	LINE AGENCIES	Mental Health/Subst.	98,174.80	-	47,628.31	(145,803.11)	95,590.68	-	-	-	-	-	-	-
7813165805	LINE AGENCIES	Pacific Energy Resource Center	-	-	-	-	-	-	-	-	-	-	-	-
0847906629	LINE AGENCIES	GUAM ENERGY OFFICE	380.16	-	244.69	(380.17)	524.48	**244.68**	244.68	-	-	-	-	244.68
2913461537	LINE AGENCIES	Dept. of Youth Affair* (Local)	22,566.97	-	10,402.77	(11,374.24)	21,595.50	**21,595.50**	10,402.77	11,192.73	-	-	-	21,595.50
9743209415	LINE AGENCIES	Dept. of Youth Affair* (Local) (NET METERED)	3,118.88	-	1,266.80	(1,907.09)	2,478.59	**2,478.59**	1,266.80	1,211.79	-	-	-	2,478.59
1073430238	LINE AGENCIES	Dept. of Corrections	140,935.54	-	68,465.69	(209,401.23)	68,465.69	-	-	-	-	-	-	-
3558733700	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village (NET METER)	2,628.00	-	1,443.83	(4,071.83)	1,443.83	-	-	-	-	-	-	-
1099514147	LINE AGENCIES	Dept of Chamorro Affairs/Repository	712.91	-	504.62	(1,217.53)	504.62	-	-	-	-	-	-	-
9541109130	LINE AGENCIES	General Services Agency	532.00	-	262.85	(794.85)	262.85	-	-	-	-	-	-	-
7663706771	LINE AGENCIES	Yona Senior Citizen Center	1,611.24	-	775.49	(2,386.73)	2,386.73	-	-	-	-	-	-	-
8564647941	LINE AGENCIES	DOA Supply Mgmt (NET METERED)	2,520.70	-	1,220.86	(3,741.56)	1,220.86	-	-	-	-	-	-	-
0070861777	LINE AGENCIES	Veteran Affairs	5,901.45	-	2,775.68	(5,901.45)	2,775.68	**2,775.68**	2,775.68	-	-	-	-	2,775.68
5247210000	LINE AGENCIES	Mayors Council	4,294.74	-	2,110.30	(3,080.96)	6,234.92	**3,324.08**	2,110.30	1,213.78	-	-	-	3,324.08
4129948191	LINE AGENCIES	Dept of Chamorro Affairs/Chamorro Village	6,860.17	-	3,442.82	(10,302.99)	3,442.82	-	-	-	-	-	-	-
4211873236	LINE AGENCIES	Dept. of Administration	25,732.82	-	12,747.38	(18,791.20)	37,438.23	**19,689.00**	12,747.38	6,941.62		-	-	19,689.00
3465074850	LINE AGENCIES	Dept. of Administration (NET METERED)	31.18	25.00	14.16	-	45.34	**70.34**	39.16	14.16	17.02	-	-	70.34
1621790133	LINE AGENCIES	DOA-Data Processing	22,328.28	-	10,843.51	(33,171.79)	10,843.51	-	-	-	-	-	-	-
1595188609	LINE AGENCIES	Dept. of Agriculture	25,720.63	-	11,881.04	(21,156.53)	16,586.93	**16,445.14**	11,881.04	4,564.10	-	-	-	16,445.14
8300435373	LINE AGENCIES	Civil Defense (Military Affairs)	13,972.86	-	5,766.30	-	19,739.16	**19,739.16**	5,766.30	6,729.40	7,243.46	-	-	19,739.16
0453170939	LINE AGENCIES	Guam Fire Department	35,392.81	400.65	17,611.27	(53,404.73)	53,004.08	-	-	-	-	-	-	-
8555858369	LINE AGENCIES	Dept of Chamorro Affairs (Guam Museum)	56,162.10	-	27,519.89	(78,421.65)	27,519.97	**5,260.34**	5,260.34	-	-	-	-	5,260.34
1896187753	LINE AGENCIES	Dept. of PH&SS	69,080.52	-	32,275.27	(20,262.97)	97,686.56	**81,092.82**	32,275.27	33,747.43	15,070.12	-	-	81,092.82
0040515913	LINE AGENCIES	Dept. of Parks & Rec.	34,233.75	-	16,237.24	(17,140.40)	33,330.59	**33,330.59**	16,237.24	16,812.95	280.40	-	-	33,330.59
2535590089	LINE AGENCIES	DPW-FAC Adm Account	25,068.71	-	11,981.23	(37,049.94)	11,981.23	-	-	-	-	-	-	-
6504086567	LINE AGENCIES	DPW-FAC Adm Account (NET METERED)	27,399.95	-	13,455.72	(40,855.67)	13,455.72	-	-	-	-	-	-	-
7252821074	LINE AGENCIES	Dept. of Education	1,868,428.94	-	849,928.72	(1,882,628.40)	1,759,392.16	**835,729.26**	835,729.26	-	-	-	-	835,729.26
1877091993	DEPARTMENT OI	Dept. of Education (NET METERED)	16,535.49	-	7,292.60	(16,535.49)	15,474.62	**7,292.60**	7,292.60	-	-	-	-	7,292.60
0266069082	LINE AGENCIES	Guam Police Department	89,637.06	-	44,427.12	(134,064.18)	44,427.12	-	-	-	-	-	-	-
		Sub-total	**2,698,294.55**	**425.65**	**1,250,556.05**	**(2,860,238.38)**	**2,411,213.95**	**1,089,037.87**	**977,922.52**	**88,504.35**	**22,611.00**	**-**	**-**	**1,089,037.87**
Mayors														
6393530237	MAYORS	Hagatna Mayor	1,297.58	-	602.29	(1,899.87)	602.29	-	-	-	-	-	-	-
4469579998	MAYORS	Merizo Mayor	2,637.37	-	1,265.84	(3,903.71)	3,151.82	**(0.50)**	(0.50)	-	-	-	-	(0.50)
1880297633	MAYORS	Talofofo Mayor	3,477.40	-	1,911.95	(5,389.35)	1,911.95	-	-	-	-	-	-	-
0492244686	MAYORS	Asan/Maina/Adelup Mayor	3,058.55	-	1,411.06	(4,469.61)	1,411.06	-	-	-	-	-	-	-
3293808984	MAYORS	Piti Mayor	1,409.47	-	896.24	(2,305.71)	896.24	-	-	-	-	-	-	-
7202265287	MAYORS	Umatac Mayor	1,876.49	-	1,139.74	(3,016.23)	1,139.74	-	-	-	-	-	-	-
1837525565	MAYORS	Yona Mayor	5,005.99	-	2,942.26	(5,005.99)	2,942.26	**2,942.26**	2,942.26	-	-	-	-	2,942.26
5763167341	MAYORS	Barrigada Mayors Office	5,886.91	-	3,030.42	(8,917.33)	3,030.42	-	-	-	-	-	-	-
8715052935	MAYORS	Mongmong/Toto/Maite Mayor	2,383.58	-	1,445.88	(3,829.46)	1,445.88	-	-	-	-	-	-	-
7037924246	MAYORS	Yigo Mayor	7,164.32	-	3,371.78	(10,536.10)	5,256.73	-	-	-	-	-	-	-
8433959204	MAYORS	Sinajana Mayor	9,380.95	-	4,991.81	(14,372.76)	4,991.81	-	-	-	-	-	-	-
8472200165	MAYORS	Agana Hts. Mayor	10,966.64	-	5,839.28	(16,805.92)	7,423.62	-	-	-	-	-	-	-
3832327736	MAYORS	Santa Rita Mayor	7,298.94	-	3,311.00	(10,609.94)	7,483.30	-	-	-	-	-	-	-
3631627996	MAYORS	Mangilao Mayor	4,609.46	-	2,428.96	(7,038.42)	4,741.09	-	-	-	-	-	-	-
8041715847	MAYORS	Dededo Mayor	11,895.27	-	6,039.06	(17,934.33)	10,403.90	-	-	-	-	-	-	-
6957205325	MAYORS	Tamuning Mayor	11,428.67	-	5,599.38	(17,028.05)	13,243.18	-	-	-	-	-	-	-
6078244037	MAYORS	Inarajan Mayor	11,111.49	(813.86)	5,305.29	(16,416.78)	5,305.29	**(813.86)**	(813.86)	-	-	-	-	(813.86)
7247791682	MAYORS	Agat Mayor	6,666.63	-	3,499.16	(10,165.79)	3,499.16	-	-	-	-	-	-	-
9351070242	MAYORS	Ordot/Chalan Pago Mayor	10,368.57	-	4,572.72	(14,941.29)	4,572.72	-	-	-	-	-	-	-
		Sub-total	**117,924.28**	**(813.86)**	**59,604.12**	**(174,586.64)**	**83,452.46**	**2,127.90**	**2,127.90**	**-**	**-**	**-**	**-**	**2,127.90**
DPW Accounts														
0832698062	DPW ACCOUNTS	DPW-Signal Lights	14,047.78	-	8,059.00	(7,140.68)	14,966.10	**14,966.10**	8,059.00	6,907.10	-	-	-	14,966.10
0930959866	DPW ACCOUNTS	DPW- Primary St. Lights	143,398.24	9,707.87	71,757.12	(223,913.23)	71,836.20	**950.00**	950.00	-	-	-	-	950.00
3045433600	DPW ACCOUNTS	DPW-Village St. Lights	699,850.18	4,037.40	347,784.11	(1,051,471.69)	347,784.11	**200.00**	200.00	-	-	-	-	200.00
3088040552	DPW ACCOUNTS	DPW-Sec/Coll St. Lights	38,847.94	-	19,252.43	(58,100.37)	19,252.43	-	-	-	-	-	-	-
		Sub-total	**896,144.14**	**13,745.27**	**446,852.66**	**(1,340,625.97)**	**453,838.84**	**16,116.10**	**9,209.00**	**6,907.10**	**-**	**-**	**-**	**16,116.10**
Autonomous/Public Corp														
0838495949	AUTONOMOUS/P	Guam Waterworks Authority	2,726,423.70	-	1,373,191.77	(4,099,615.47)	1,373,191.77	-	-	-	-	-	-	-
1540692986	AUTONOMOUS/P	Retirement Fund	5,729.87	-	5,276.51	(11,006.38)	5,276.51	-	-	-	-	-	-	-
4075914809	AUTONOMOUS/P	GPA	-	(91,463.97)	91,463.97	-	-	-	-	-	-	-	-	-
5357510000	AUTONOMOUS/P	University of Guam (NET METERED)	211,020.64	-	100,634.34	(211,020.64)	204,823.20	**100,634.34**	100,634.34	-	-	-	-	100,634.34
6518220019	AUTONOMOUS/P	Guam Community College	26,998.02	-	22,950.42	(49,948.44)	22,950.42	-	-	-	-	-	-	-
7736362694	AUTONOMOUS/P	Guam Airport Authority	916,520.55	-	457,304.98	(916,520.55)	457,304.98	**457,304.98**	457,304.98	-	-	-	-	457,304.98
8302337726	AUTONOMOUS/P	Guam Memorial Hospital	84,760.10	-	28,533.20	(84,760.10)	28,533.20	**28,533.20**	28,533.20	-	-	-	-	28,533.20
8426836906	AUTONOMOUS/P	Guam Memorial Hospital (NET METERED)	482,684.10	-	165,371.42	(482,684.10)	165,371.42	**165,371.42**	165,371.42	-	-	-	-	165,371.42
9157510000	AUTONOMOUS/P	Guam Community College (NET METERED)	50,344.08	-	49,537.17	(99,881.25)	49,537.17	-	-	-	-	-	-	-
0563872892	AUTONOMOUS/P	Guam Housing Corp Rental Division	1,477.71	25.00	1,449.68	(2,927.39)	1,449.68	**25.00**	25.00	-	-	-	-	25.00
9173210000	AUTONOMOUS/P	Guam Solid Waste Authority	6,657.25	-	6,002.94	(12,660.19)	6,002.94	-	-	-	-	-	-	-
5434075703	AUTONOMOUS/P	University of Guam	326,906.62	50.00	160,408.42	(326,906.62)	323,123.66	**160,458.42**	160,458.42	-	-	-	-	160,458.42
1699407298	AUTONOMOUS/P	G H U R A	49,457.29	8.51	27,157.89	(49,486.54)	27,157.89	**27,137.15**	27,137.15	-	-	-	-	27,137.15
4474308144	AUTONOMOUS/P	Port Authority of Guam	177,287.99	-	90,308.07	(177,287.99)	176,944.22	**90,308.07**	90,308.07	-	-	-	-	90,308.07
		Sub-total	**5,066,267.92**	**(91,380.46)**	**2,579,590.78**	**(6,524,705.66)**	**2,841,667.06**	**1,029,772.58**	**1,029,772.58**	**-**	**-**	**-**	**-**	**1,029,772.58**

GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to December 31, 2025 and payments as of 01/25/2026

Current (12/31/2025 billing due 01/31/2026)
31 days Arrears (11/30/2025 billing due 12/31/2025)
61 days and over Arrears (10/31/25 billing due 11/30/2025)

CC&B New Acct Number		DEPARTMENT	BALANCE 11/30/2025	CANCEL/REBILL 01/25/2026	BILLING 12/31/2025	PAYMENT UP TO 01/25/2026	BALANCE 12/31/2025	CC&B BALANCE 01/25/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
		Others												
3209463043	OTHERS	Dept. of Military Affairs (NET METERED)	67,457.26	-	29,944.80	(97,402.06)	97,402.06	-	-	-	-	-	-	-
4530787043	OTHERS	U.S. Post Office	40,629.74	-	40,834.87	(81,464.61)	40,834.87	-	-	-	-	-	-	-
6000770566	OTHERS	KGTF	10,393.26	-	5,343.71	-	15,736.97	**15,736.97**	5,343.71	5,511.79	4,863.47	18.00	-	15,736.97
6602566745	OTHERS	Tamuning Post Office	5,259.67	-	5,011.10	(10,270.77)	5,011.10	-	-	-	-	-	-	-
7541928173	OTHERS	Guam Legislature	695.40	-	586.61	(1,282.01)	586.61	-	-	-	-	-	-	-
8108458168	OTHERS	Guam Post Office (Agana)	6,559.35	-	6,709.81	(13,269.16)	6,709.81	-	-	-	-	-	-	-
8353274954	OTHERS	Superior Court of Guam	117,427.78	-	57,996.87	(175,424.65)	57,996.87	-	-	-	-	-	-	-
8607446612	OTHERS	Dept. of Military Affairs	93,125.79	-	46,235.40	(139,361.19)	139,361.19	-	-	-	-	-	-	-
8972267005	OTHERS	Customs & Quarantine Agency	2,926.75	-	1,277.57	(4,204.32)	4,204.32	-	-	-	-	-	-	-
9503154359	OTHERS	Guam Legislature (NET METERED)	9,232.99	-	9,586.92	(18,819.91)	9,586.92	-	-	-	-	-	-	-
		Sub-total	**353,707.99**	**-**	**203,527.66**	**(541,498.68)**	**377,430.72**	**15,736.97**	**5,343.71**	**5,511.79**	**4,863.47**	**18.00**	**-**	**15,736.97**
Grand Total			**9,132,338.88**	**(78,023.40)**	**4,540,131.27**	**(11,441,655.33)**	**6,167,603.03**	**2,152,791.42**	**2,024,375.71**	**100,923.24**	**27,474.47**	**18.00**	**-**	**2,152,791.42**

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

GUAM POWER AUTHORITY
FINANCIAL STATEMENT OVERVIEW
December 2025

Attached are the financial statements and supporting schedules for the month and fiscal year ended December 31, 2025.

Summary
The increase in net assets for the month ended was $190 thousand compared to the anticipated net decrease of $1.4 million projected at the beginning of the year. The total kWh sales for the month were 2.33% more than projected sales and non-fuel revenues were $4.3 million less than the projected amount of $18.2 million. This was primarily due to the delay in the base rate case proceedings. The O&M expenses for the month were $8.2 million, which $1.3 million more than our projections for the month. Other expenses for the month such as interest expense, IPP costs, (net of interest income and other income) totaled to $2.8 million, which was $362 thousand more than projected amounts. There were no other significant departures from the budget during the period.

Analysis

Description	**Previous Month**	**Current Month**	**Target**
Quick Ratio	1.67	1.47	2
Days in Receivables	41	36	52
Days in Payables	36	33	30
LEAC (Over)/Under Recovery Balance -YTD	$18,811,631	$22,326,420	$785,646
T&D Losses	6.19%	6.25	<7.00%
Debt Service Coverage	1.52	1.52	1.75
Long-term equity ratio	7.57%	7.64%	30 – 40%
Days in Cash	100	60	60

The Quick Ratio, which has been a challenge for GPA historically, has declined over the last few months. This is primarily due to the reduced cash collections from the Navy due to the federal shutdown. A has current obligations of approximately $73 million and approximately $107 million in cash and current receivables. The LEAC under-recovery for the month was $3.5 million. Debt Service Coverage ratio is calculated using the methodology in use before the Fiscal Year 2002 change in accounting practice.

Financial Statements
December 2025

Significant Assumptions

The significant assumptions in the financial statements are as follows:

- Accrual cutoff procedures were performed at month end
- An inventory valuation is performed at year-end only
- Accounts Receivable includes accruals based on prior months' usage.

Prepared by:	Reviewed by:	Approved by:
Lenora M. Sanz	Maripaz N. Perez	John M. Benavente, P.E.
Controller	Chief Financial Officer (A)	General Manager

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Net Position
December 31, 2025 and September 30, 2025

	Unaudited December 2025	Unaudited September 2025	Change from Sept 30 2025
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Current assets:			
Cash and cash equivalents:			
Held by trustee for restricted purposes:			
Interest and principal funds	$ 12,021,368	$ 29,628,685	$ (17,607,316)
Bond indenture funds	36,199,071	42,389,727	(6,190,656)
Held by Guam Power Authority:			
Bond indenture funds	25,782,171	64,708,345	(38,926,174)
Self insurance fund-restricted	16,825,507	14,504,340	2,321,168
Energy sense fund	1,696,978	4,370,293	(2,673,315)
Total cash and cash equivalents	92,525,096	155,601,389	(63,076,293)
Accounts receivable, net	45,732,702	38,355,181	7,377,521
Total current receivables	45,732,702	38,355,181	7,377,521
Materials and supplies inventory	14,903,802	14,601,877	301,926
Fuel inventory	59,509,234	73,277,545	(13,768,311)
Prepaid expenses	11,819,757	3,273,851	8,545,905
Total current assets	224,490,591	285,109,843	(60,619,251)
Utility plant, at cost:			
Electric plant in service	1,267,323,896	1,264,223,919	3,099,976
Construction work in progress	66,684,283	23,572,327	43,111,955
Total	1,334,008,178	1,287,796,247	46,211,932
Less: Accumulated depreciation	(839,752,643)	(831,331,860)	(8,420,782)
Total utility plant	494,255,536	456,464,386	37,791,149
Lease asset	1,160,456	1,160,456	0
Other non-current assets:			
Investments - restricted	38,688,953	38,585,291	103,663
Unamortized debt issuance costs			0
Total other non-current assets	38,688,953	38,585,291	103,663
Total assets	758,595,536	781,319,976	(22,724,439)
Deferred outflow of resources:			
Deferred fuel revenue	22,326,420	11,667,761	10,658,659
Unamortized loss on debt refunding	8,457,158	8,721,822	(264,664)
Pension	20,135,066	20,135,066	0
Other post employment benefits	32,832,154	32,832,154	0
Unamortized forward delivery contract costs			0
Total deferred outflows of resources	83,750,798	73,356,804	10,393,995
	842,346,335	$ 854,676,779	$ (12,330,445)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statement of Net Position, Continued
December 31, 2025 and September 30, 2025

	Unaudited December 2025	Unaudited September 2025	Change from Sept 30 2025
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION			
Current liabilities:			
Current maturities of long-term debt	$ 17,350,000	$ 16,525,000	$ 825,000
Current obligations under capital leases			0
Accounts payable			
Operations	20,831,397	18,271,856	2,559,541
Others	9,396,708	4,202,149	5,194,558
Accrued payroll and employees' benefits	2,721,208	1,339,904	1,381,304
Current portion of employees' annual leave	2,359,316	2,408,940	(49,623)
Current portion of lease liability	1,005,258	1,005,258	0
Interest payable	8,508,410	13,927,908	(5,419,498)
Customer deposits	10,706,296	10,716,783	(10,487)
Total current liabilities	72,878,593	68,397,799	4,480,794
Regulatory liabilities:			
Provision for self insurance	19,695,993	19,331,659	364,333
Total regulatory liabilities	19,695,993	19,331,659	364,333
Long term debt, net of current maturities	421,721,814	439,431,630	(17,709,816)
Obligations under capital leases, net of current portion			0
Net Pension liability	78,507,573	78,897,269	(389,696)
Other post employment benefits liability	154,610,401	154,610,401	0
DCRS sick leave liability	1,790,894	1,790,894	0
Lease liability	155,198	155,198	0
Employees' annual leave net of current portion	1,723,317	1,723,317	0
Customer advances for construction	750,447	746,403	4,043
Total liabilities	751,834,229	765,084,571	(13,250,341)
Deferred inflows of resources:			
Unearned fuel revenue, net			0
Pension	7,826,304	7,826,304	0
Other post employment benefits	49,870,545	49,870,545	0
Total deferred inflows of resources	57,696,849	57,696,849	0
Commitments and contigencies			
Net Position:			
Net investment in capital assets	95,869,692	55,677,803	40,191,889
Restricted	24,192,851	54,874,343	(30,681,492)
Unrestricted	(87,247,286)	(78,656,786)	(8,590,500)
Total net position	32,815,257	31,895,360	919,897
	$ 842,346,335	$ 854,676,779	$ (12,330,445)

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM
Statement of Revenues, Expenses and Changes in Net Assets

	December			Three months Ended December		
	Unaudited 2025	Unaudited 2024	% of change Inc (dec)	Unaudited 2025	Unaudited 2024	% of change Inc (dec)
Revenues						
Sales of electricity	$ 37,057,566	$ 46,593,279	(20)	$ 107,919,278	$ 137,712,245	(22)
DSM-Rebates	-	-		-	-	
Miscellaneous	99,093	60,744	63	619,000	1,691,210	(63)
Total	37,156,658	46,654,023	(20)	108,538,278	139,403,455	(22)
Bad debt expense	(107,917)	(107,917)	0	(323,751)	(323,750)	0
Total revenues	37,048,741	46,546,106	(20)	108,214,527	139,079,705	(22)
Operating and maintenance expenses						
Production fuel	23,120,244	33,265,367	(30)	66,794,032	98,244,066	(32)
Other production	1,816,635	1,513,959	20	5,135,591	4,759,660	8
	24,936,879	34,779,326	(28)	71,929,623	103,003,726	(30)
Depreciation	2,826,498	2,650,185	7	8,420,782	7,956,825	6
Energy conversion cost	1,629,177	1,709,039	(5)	4,979,818	5,091,132	(2)
Transmission & distribution	1,585,006	1,615,979	(2)	4,441,453	4,234,929	5
Customer accounting	675,394	583,261	16	1,869,466	1,857,676	1
Administrative & general	4,165,824	4,013,787	4	11,933,626	11,857,672	1
Total operating and maintenance expenses	35,818,779	45,351,577	(21)	103,574,768	134,001,960	(23)
Operating income	1,229,962	1,194,529	3	4,639,759	5,077,745	(9)
Other income (expenses)						
Interest income	331,968	396,788	(16)	1,135,829	1,218,004	(7)
Interest expense and amortization	(1,714,816)	(1,765,885)	(3)	(5,139,131)	(5,294,867)	(3)
Interest expense - lease	-	-		0	0	
Bond issuance costs	31,717	31,717	0	95,152	91,253	4
Change in Investment Value	81,160	78,544	3	(44,276)	(89,433)	(50)
Allowance for funds used during construction	-	-		0	0	
Pandemic-COVID19	-	-		0	0	
Losses due to typhoon	(7,389)	(13,253)	(44)	(18,755)	(15,476)	21
Operating Grant from GovGuam/US Gov	5,000	12,030		13,819	12,030	
Loss on Capital Asset Dsiposal/Writedown assets	-	-		-	-	
Other expense / Bad Debts Recovery	-	-		-	-	
Total other income (expenses)	(1,272,360)	(1,260,059)	1	(3,957,362)	(4,078,490)	(3)
Income (loss) before capital contributions	(42,397)	(65,530)	(35)	682,397	999,255	(32)
Capital contributions	237,500			237,500	0	
Increase (decrease) in net assets	195,103	(65,530)	(398)	919,897	999,255	(8)
Total net assets at beginning of period	32,620,155	20,029,680	63	31,895,361	18,964,895	68
Total net assets at end of period	$ 32,815,258	$ 19,964,150	64	$ 32,815,258	$ 19,964,150	64

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows
Period Ended December 31, 2025

	Month Ended 12/31/2025	YTD Ended 12/31/2025
Increase(decrease) in cash and cash equivalents		
Cash flows from operating activities:		
Cash received from customers	$ 44,775,873	$ 100,879,614
Cash payments to suppliers and employees for goods and services	39,771,048	88,866,425
Net cash provided by operating activities	$5,004,825	12,013,189
Cash flows from investing activities:		
Interest and dividends on investments and bank accounts	$ 331,968	$ 1,135,829
Net cash provided by investing activities	331,968	1,135,829
Cash flows from non-capital financing activities		
Interest paid on short term debt	(4,014)	(14,504)
Provision for self insurance funds	$ (2,286)	$ (2,321,168)
Net cash provided by noncapital financing activities	(6,301)	(2,335,672)
Cash flows from capital and related financing activities		
Acquisition of utility plant	(42,380,305)	(46,211,932)
Principal paid on bonds and other long-term debt	-	(16,525,000)
Interest paid on bonds(net of capitalized interest)	81,160	(10,588,401)
Interest paid on capital lease obligations	-	-
Interest & principal funds held by trustee	(3,147,225)	17,607,316
Reserve funds held by trustee	(124,902)	(103,663)
Bond funds held by trustee	-	-
Principal payment on capital lease obligations	-	-
Grant from DOI/FEMA	237,500	237,500
Grant from GovGuam	5,000	13,819
Loss on Capital Asset Dsiposal/Writedown assets	-	-
Debt issuance costs/loss on defeasance	(119,939)	(359,816)
Net cash provided by (used in) capital and related financing activities	$ (45,448,711)	$ (55,930,176)
Net (decrease) increase in cash and cash equivalents	(40,118,218)	(45,116,830)
Cash and cash equivalents, beginning	$ 102,099,460	$ 107,098,072
Cash and cash equivalents-Funds held by GPA, December 31,2025	**$ 61,981,242**	**$ 61,981,242**

GUAM POWER AUTHORITY
(A COMPONENT UNIT OF THE GOVERNMENT OF GUAM)
Statements of Cash Flows, continued
Period Ended December 31, 2025

	Month Ended 12/31/2025	YTD Ended 12/31/2025
Reconciliation of operating earnings to net cash provided by operating activities:		
Operating earnings net of depreciation expense and excluding interest income	$ 1,229,962	$ 4,639,759
Adjustments to reconcile operating earnings to net cash provided by operating activities:		
Depreciation and amortization	2,826,498	8,420,782
Other expense	24,329	76,397
(Increase) decrease in assets:		
Accounts receivable	7,719,391	(7,377,521)
Materials and inventory	30,267	(301,926)
Fuel inventory	17,603,133	13,768,311
Prepaid expenses	562,919	(8,545,905)
Unamortized debt issuance cost	-	-
Deferred fuel revenue	(3,514,789)	(10,658,659)
Unamortized loss on debt refunding	88,221	264,664
Unamortized forward delivery contract costs	-	-
Lease asset	-	-
Increase (decrease) in liabilities:		
Accounts payable-operations	(27,146,059)	2,559,541
Accounts payable-others	5,010,346	7,867,873
Accrued payroll and employees' benefits	646,075	1,381,304
Provision for Self-Insurance	22,111	364,333
Net pension liability	-	(389,696)
Employees' annual leave + DCRS Sick Leave	(66,334)	(49,623)
Customers deposits	(31,625)	(10,487)
Customer advances for construction	380	4,043
Unearned fuel revenue, net	-	-
Net cash provided by operating activities	**$ 5,004,825**	**$ 12,013,189**

Guam Power Authority
Financial Analysis
12/31/25

	Quick Ratio	
A	Reserve Funds Held by GPA	61,981,242
B	Current Accounts Receivable	45,382,923
C	Total Cash and A/R (A+B)	107,364,165
D	Total Current Liabilities	72,878,593
E	**Quick Ratio (F/G)**	**1.47**



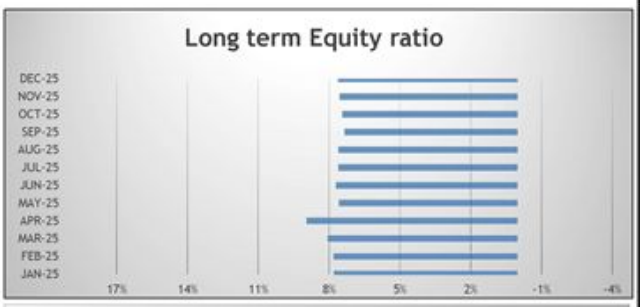
	Days in Receivables	
A	FY 25 Moving 12 Mos.-Actual	464,494,316
B	No. of Days	365
C	Average Revenues per day (A/B)	1,272,587
D	Current Accounts Receivable	45,382,923
E	**Days in Receivables (D/C)**	**36**



	Days in Payables	
A	Average 12 mos Accounts Payable	33,874,079
B	No. of Days	92
C	Cost of Sales (YTD)	95,153,986
D	Average Cost of Sales **(C/B)**	1,034,282
E	**Days in Payables (A/D)**	**33**

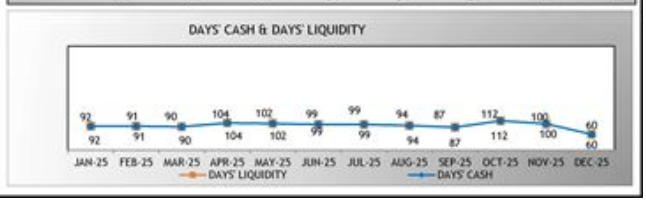


	Long term equity ratio		
A	Equity	$	32,815,257
B	Total Long term Liability	$	396,869,903
C	Total Equity and liability	$	429,685,159
D	**Long term equity ratio (A/C)**		**7.64%**



	Days cash on hand	
A	Unresctricted cash & cash equivalents	61,981
B	No. of Days -YTD	92
C	A x B	5,702,274
D	Total Operating expenses excluding depreciation	95,154
E	**Days cash on hand**	**60**

	Days' Liquidity	
A	Unresctricted cash , cash equivalents & revolving Credit	61,981
B	No. of Days -YTD	92
C	A x B	5,702,274
D	Total Operating expenses excluding depreciation	95,154
E	**Days liquidity**	**60**



GPA 302

GUAM POWER AUTHORITY
ACCRUED REVENUE
DECEMBER 2025

		FOR THE MONTH ENDED DECEMBER		THREE MONTHS ENDED DECEMBER	
		2025	2024	2025	2024
KWH SALES:					
Residential		45,545,111	45,393,813	137,649,500	131,992,565
Residential - Apt & Condo		656,240	684,070	2,010,089	1,968,933
Small Gen. Non Demand		5,772,881	5,655,352	17,716,956	16,961,134
Small Gen. Demand		17,150,037	17,620,448	51,255,219	53,397,567
Large General		21,802,980	20,925,855	64,399,663	60,116,366
Independent Power Producer		121,503	100,957	330,682	290,699
Private St. Lights		28,540	27,888	86,682	86,758
	Sub-total	91,077,292	90,408,383	273,448,792	264,814,020
Government Service:					
Small Non Demand		964,723	818,453	2,937,249	2,704,580
Small Demand		8,610,040	8,372,879	26,204,651	25,058,887
Large		4,547,089	4,986,086	13,865,885	15,071,466
Street Lighting		468,362	467,387	1,434,036	1,402,131
Sub-total		14,590,214	14,644,806	44,441,822	44,237,064
Total		105,667,506	105,053,188	317,890,614	309,051,084
U. S. Navy		32,516,277	28,616,370	95,971,335	84,107,308
GRAND TOTAL		138,183,783	133,669,559	413,861,949	393,158,392
REVENUE:					
Residential		11,448,858	16,254,791	34,556,305	47,299,356
Residential - Apt & Condo		158,937	238,067	488,024	685,986
Small Gen. Non Demand		1,869,757	2,302,131	5,313,878	6,904,842
Small Gen. Demand		4,729,589	6,672,234	13,867,712	20,154,592
Large General		5,618,141	7,582,678	16,585,781	21,781,850
Independent Power Producer		32,141	36,194	86,914	105,583
Private St. Lights		23,641	25,854	70,028	79,467
	Sub-total	23,881,065	33,111,948	70,968,641	97,011,675
Government Service:					
Small Non Demand		303,730	348,521	922,405	1,141,920
Small Demand		2,478,312	3,305,770	7,540,976	9,889,468
Large		1,217,766	1,880,916	3,711,361	5,686,300
Street Lighting		448,859	486,156	1,352,166	1,458,673
	Sub-total	4,448,667	6,021,363	13,526,907	18,176,361
	Total	28,329,733	39,133,311	84,495,549	115,188,036
U. S. Navy		8,727,833	7,459,968	23,423,729	22,524,209
GRAND TOTAL		37,057,566	46,593,279	107,919,278	137,712,245
NUMBER OF CUSTOMERS:					
Residential		45,898	45,906	45,832	45,919
Residential - Apt & Condo		5	5	5	5
Small Gen. Non Demand		4,593	4,546	4,586	4,542
Small Gen. Demand		888	932	887	922
Large General		98	98	99	91
Independent Power Producer		3	3	3	3
Private St. Lights		466	457	467	460
	Sub-total	51,951	51,947	51,880	51,942
Government Service:					
Small Non Demand		776	762	777	757
Small Demand		343	358	344	351
Large		21	28	21	28
Street Lighting		675	665	675	666
	Sub-total	1,815	1,813	1,817	1,802
	Total	53,766	53,760	53,697	53,744
US Navy		1	1	1	1
		53,767	53,761	53,698	53,745

GPA403

GUAM POWER AUTHORITY
ACCRUED REVENUE
12 MONTHS ENDED DECEMBER 2025

	TWELVE MONTHS ENDED	DECEMBER 2025	NOVEMBER 2025	OCTOBER 2025	SEPTEMBER 2025	AUGUST 2025	JULY 2025	JUNE 2025	MAY 2025	APRIL 2025	MARCH 2025	FEBRUARY 2025	JANUARY 2025
KWH SALES:													
Residential	540,984,095	45,545,111	47,343,448	44,760,942	43,333,917	45,840,232	44,172,191	45,597,358	51,142,975	47,128,909	43,897,895	38,738,802	43,482,316
Residential - Apt & Condo	7,859,873	656,240	689,323	664,526	632,026	658,546	646,692	650,780	710,116	653,519	646,283	584,751	667,072
Small General Non Demand	69,722,849	5,772,881	5,877,607	6,066,468	5,614,630	6,011,934	5,894,320	5,854,910	6,424,352	5,900,220	5,597,529	5,092,670	5,615,327
Small General Demand	202,496,604	17,150,037	17,153,788	16,951,394	16,695,797	17,160,367	16,724,518	16,683,157	17,931,421	17,040,026	16,947,555	15,349,391	16,709,153
Large General	253,873,292	21,802,980	21,095,283	21,501,400	21,003,463	21,535,028	21,601,110	21,130,195	21,923,050	20,978,090	21,023,293	19,214,580	21,064,820
Independent Power Producer	1,237,474	121,503	97,878	111,301	109,920	93,560	90,731	93,481	105,548	124,635	99,302	90,551	99,063
Private Outdoor Lighting	358,490	28,540	27,563	30,579	29,658	29,431	29,262	34,612	33,854	28,515	27,102	30,160	29,213
Sub-Total	1,076,532,677	91,077,292	92,284,889	90,086,611	87,419,411	91,329,098	89,158,822	90,044,492	98,271,316	91,853,915	88,238,960	79,100,905	87,666,965
Government Service:													
Small Non Demand	10,492,340	964,723	960,528	1,011,999	922,285	889,892	852,233	813,017	925,303	848,640	756,145	772,516	775,058
Small Demand	104,584,699	8,610,040	8,575,003	9,019,608	8,575,542	9,004,058	8,593,307	8,531,310	9,426,405	8,863,414	8,968,063	7,900,374	8,517,574
Large	53,917,600	4,547,089	4,494,185	4,824,610	4,489,579	4,663,546	4,482,067	4,315,382	4,444,304	4,282,580	4,308,614	4,217,613	4,848,031
Street Lighting (Agencies)	5,557,707	468,362	452,265	513,409	478,935	487,230	466,910	435,460	465,194	465,125	420,200	437,075	467,540
Sub-Total	174,552,346	14,590,214	14,481,981	15,369,626	14,466,342	15,044,725	14,394,517	14,095,168	15,261,206	14,459,760	14,453,023	13,327,578	14,608,204
Total	1,251,085,022	105,667,506	106,766,871	105,456,237	101,885,753	106,373,824	103,553,340	104,139,661	113,532,523	106,313,675	102,691,983	92,428,483	102,275,169
U.S. Navy	355,126,673	32,516,277	31,556,227	31,898,832	29,651,646	29,709,031	29,797,744	28,387,982	31,068,085	28,935,350	27,122,454	25,667,390	28,815,657
Grand Total	1,606,211,696	138,183,783	138,323,098	137,355,069	131,537,399	136,082,855	133,351,084	132,527,643	144,600,608	135,249,024	129,814,436	118,095,873	131,090,826
			-	-	-	-	-	-	-	-	-	-	-
REVENUE:													
Residential	152,895,229	11,448,858	11,821,058	11,286,388	10,876,792	10,482,273	13,477,303	13,855,475	15,562,569	14,336,643	13,446,484	10,720,023	15,581,363
Residential - Apt & Condo	2,183,393	158,937	167,430	161,658	153,350	158,731	191,337	192,698	209,508	193,568	190,978	172,596	232,601
Small General Non Demand	23,008,551	1,869,757	1,610,763	1,833,357	1,659,886	1,640,512	2,082,666	2,052,126	2,251,339	2,070,572	1,992,074	1,660,145	2,285,354
Small General Demand	61,406,296	4,729,589	4,527,350	4,610,772	4,523,803	4,335,719	5,439,315	5,398,088	5,783,917	5,499,984	5,532,635	4,698,936	6,326,187
Large General	74,101,291	5,618,141	5,419,104	5,548,536	5,448,925	5,389,514	6,699,818	6,567,837	6,797,335	6,518,486	6,530,429	5,905,301	7,657,866
Independent Power Producer	366,290	32,141	25,296	29,477	29,445	24,488	28,042	30,223	33,719	39,106	30,656	28,194	35,504
Private Outdoor Lighting	305,155	23,641	22,107	24,280	24,054	23,735	24,812	30,707	29,834	24,490	24,447	26,298	26,750
Sub-Total	314,266,207	23,881,065	23,593,108	23,494,468	22,716,256	22,054,972	27,943,294	28,127,153	30,668,220	28,682,849	27,747,703	23,211,493	32,145,626
Government Service:													
Small Non Demand	3,674,619	303,730	302,107	316,568	291,158	280,954	316,916	303,125	340,958	314,995	282,839	290,128	331,141
Small Demand	33,821,473	2,478,312	2,475,155	2,587,509	2,297,658	2,763,747	2,936,121	2,918,306	3,190,229	3,022,032	3,054,862	2,739,954	3,357,588
Large	16,361,277	1,217,766	1,208,535	1,285,060	1,205,860	1,248,531	1,439,050	1,380,747	1,417,437	1,371,913	1,376,000	1,382,012	1,828,368
Street Lighting (Agencies)	5,470,916	448,859	445,214	458,093	458,415	443,791	460,538	451,578	459,080	459,008	447,344	452,612	486,385
Sub-Total	59,328,286	4,448,667	4,431,011	4,647,229	4,253,091	4,737,023	5,152,624	5,053,756	5,407,703	5,167,948	5,161,044	4,864,707	6,003,481
Total	373,594,492	28,329,733	28,024,119	28,141,697	26,969,348	26,791,995	33,095,918	33,180,909	36,075,923	33,850,797	32,908,747	28,076,200	38,149,107
U.S. Navy	90,899,824	8,727,833	6,286,965	8,408,931	7,580,092	6,793,047	7,847,803	7,545,107	8,492,368	7,884,513	7,336,676	6,647,430	7,349,057
Grand Total	464,494,316	37,057,566	34,311,084	36,550,628	34,549,440	33,585,042	40,943,722	40,726,017	44,568,291	41,735,310	40,245,423	34,723,630	45,498,164
			-	-	-	-	-	-	-	-	-	-	-
NUMBER OF CUSTOMERS:													
Residential	45,858	45,898	45,815	45,783	45,837	45,747	45,829	45,866	45,877	45,951	45,873	45,888	45,928
Residential - Apt & Condo	5	5	5	5	5	5	5	5	5	5	5	5	5
Small General Non Demand	4,581	4,593	4,589	4,577	4,580	4,588	4,575	4,579	4,586	4,582	4,572	4,572	4,580
Small General Demand	889	888	892	882	883	880	886	887	886	891	895	887	916
Large General	97	98	99	99	99	97	97	96	96	98	94	93	97
Independent Power Producer	3	3	3	3	3	3	3	3	3	3	3	3	3
Private Outdoor Lighting	465	466	467	469	473	473	477	467	459	458	456	457	456
Sub-Total	51,898	51,951	51,870	51,818	51,880	51,793	51,872	51,903	51,912	51,988	51,898	51,905	51,985
Government Service:													
Small Non Demand	770	776	777	778	776	771	774	777	768	763	766	757	753
Small Demand	347	343	345	344	344	344	344	351	349	349	350	357	348
Large	21	21	21	21	21	21	21	20	19	19	19	27	27
Street Lighting (Agencies)	669	675	675	675	674	672	664	664	665	665	665	665	665
Sub-Total	1,807	1,815	1,818	1,818	1,815	1,808	1,803	1,812	1,801	1,796	1,800	1,806	1,793
Total	53,705	53,766	53,688	53,636	53,695	53,601	53,675	53,715	53,713	53,784	53,698	53,711	53,778
U.S. Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Grand Total	53,706	53,767	53,689	53,637	53,696	53,602	53,676	53,716	53,714	53,785	53,699	53,712	53,779

GPA 303

GUAM POWER AUTHORITY
FUEL AND NON-FUEL
DECEMBER 2025

LEAC 0.155495

RATE	NUMBER OF CUSTOMERS	KWH SALES	TOTAL REVENUE AMOUNT	C/KWH	BASE RATE REVENUE C/KWH	BASE RATE REVENUE AMOUNT	AVERAGE PER CUSTOMER KWH	AVERAGE PER CUSTOMER REVENUE	NON-FUEL C/KWH	NON-FUEL AMOUNT	OIL C/KWH	OIL AMOUNT
One Month - December 2025												
R Residential	45,898	45,545,111	$ 11,448,858	$ 25.13740	$ 25.13740	$ 11,448,858	992	$ 249	$ 9.58790	$ 4,366,821	$ 15.54950	$ 7,082,037
D Residential - Apt & Condo	5	656,240	$ 158,937	$ 24.21928	$ 24.21928	$ 158,937	131,248	$ 31,787	$ 8.66978	$ 56,895	$ 15.54950	$ 102,042
G Small Gen. Non Demand	4,593	5,772,881	$ 1,869,757	$ 32.38862	$ 32.38862	$ 1,869,757	1,257	$ 407	$ 16.83912	$ 972,103	$ 15.54950	$ 897,654
J Small Gen. Demand	888	17,150,037	$ 4,729,589	$ 27.57772	$ 27.57772	$ 4,729,589	19,313	$ 5,326	$ 12.03062	$ 2,063,255	$ 15.54710	$ 2,666,334
P Large General	98	21,802,980	$ 5,618,141	$ 25.76777	$ 25.76777	$ 5,618,141	222,479	$ 57,328	$ 10.31878	$ 2,249,801	$ 15.44899	$ 3,368,340
I Independent Power Producer	3	121,503	$ 32,141	$ 26.45303	$ 26.45303	$ 32,141	40,501	$ 10,714	$ 11.44809	$ 13,910	$ 15.00494	$ 18,232
H Private St. Lights	466	28,540	$ 23,641	$ 82.83633	$ 82.83633	$ 23,641	61	$ 51	$ 67.28683	$ 19,204	$ 15.54950	$ 4,438
Sub-Total	51,951	91,077,292	$ 23,881,065	$ 26.22066	$ 26.22066	$ 23,881,065	1,753	$ 460	$ 10.69640	$ 9,741,988	$ 15.52426	$ 14,139,077
Government Service:												
S Small Non Demand	776	964,723	$ 303,730	$ 31.48370	$ 31.48370	$ 303,730	1,243	$ 391	$ 15.93575	$ 153,736	$ 15.54795	$ 149,995
K Small Demand	343	8,610,040	$ 2,478,312	$ 28.78398	$ 28.78398	$ 2,478,312	25,102	$ 7,225	$ 13.23623	$ 1,139,644	$ 15.54775	$ 1,338,668
L Large	21	4,547,089	$ 1,217,766	$ 26.78122	$ 26.78122	$ 1,217,766	216,528	$ 57,989	$ 11.44262	$ 520,306	$ 15.33860	$ 697,460
F Street Lighting (Agencies)	675	468,362	$ 448,859	$ 95.83575	$ 95.83575	$ 448,859	694	$ 665	$ 80.28625	$ 376,031	$ 15.54950	$ 72,828
Sub-Total	1,815	14,590,214	$ 4,448,667	$ 30.49076	$ 30.49076	$ 4,448,667	8,039	$ 2,451	$ 15.00812	$ 2,189,717	$ 15.48264	$ 2,258,950
		105,667,506	$ 28,329,733									$ 16,398,027
U.S. Navy	1	32,516,277	$ 8,727,833	$ 26.84143	$ 26.84143	$ 8,727,833			$ 6.16804	$ 2,005,616	$ 20.67339	$ 6,722,217
TOTAL	**53,767**	**138,183,783**	**$ 37,057,566**	**$ 26.81759**	**$ 26.81759**	**$ 37,057,566**	**2,570**	**$ 689**	**$ 10.08608**	**$ 13,937,321**	**$ 16.73152**	**$ 23,120,245**
Three Months Ended December 2025												
R Residential	45,832	137,649,500	$ 34,556,305	$ 25.10456	$ 25.10456	$ 34,556,305	3,003	$ 754	$ 9.55506	$ 13,152,496	15.54950	$ 21,403,809
D Residential - Apt & Condo	5	2,010,089	$ 488,024	$ 24.27872	$ 24.27872	$ 488,024	402,018	$ 97,605	$ 8.72922	$ 175,465	15.54950	$ 312,559
G Small Gen. Non Demand	4,586	17,716,956	$ 5,313,878	$ 29.99317	$ 29.99317	$ 5,313,878	3,863	$ 1,159	$ 14.44367	$ 2,558,980	15.54950	$ 2,754,898
J Small Gen. Demand	887	51,255,219	$ 13,867,712	$ 27.05619	$ 27.05619	$ 13,867,712	57,763	$ 15,629	$ 11.50873	$ 5,898,826	15.54746	$ 7,968,886
P Large General	99	64,399,663	$ 16,585,781	$ 25.75445	$ 25.75445	$ 16,585,781	652,699	$ 168,099	$ 10.30404	$ 6,635,767	15.45041	$ 9,950,014
I Independent Power Producer	3	330,682	$ 86,914	$ 26.28312	$ 26.28312	$ 86,914	110,227	$ 28,971	$ 11.26786	$ 37,261	15.01526	$ 49,653
H Private St. Lights	467	86,682	$ 70,028	$ 80.78722	$ 80.78722	$ 70,028	185	$ 150	$ 65.23772	$ 56,550	15.54950	$ 13,479
Sub-Total	51,880	273,448,792	$ 70,968,641	$ 25.95317	$ 25.95317	$ 70,968,641	5,271	$ 1,368	$ 10.42804	$ 28,515,344	15.52514	$ 42,453,297
Government Service:												
S Small Non Demand	777	2,937,249	$ 922,405	$ 31.40368	$ 31.40368	$ 922,405	3,780	$ 1,187	$ 15.85567	$ 465,721	15.54802	$ 456,684
K Small Demand	344	26,204,651	$ 7,540,976	$ 28.77724	$ 28.77724	$ 7,540,976	76,176	$ 21,921	$ 13.22944	$ 3,466,730	15.54780	$ 4,074,246
L Large	21	13,865,885	$ 3,711,361	$ 26.76613	$ 26.76613	$ 3,711,361	660,280	$ 176,731	$ 11.42287	$ 1,583,882	15.34326	$ 2,127,479
F Street Lighting (Agencies)	675	1,434,036	$ 1,352,166	$ 94.29091	$ 94.29091	$ 1,352,166	2,124	$ 2,003	$ 78.74141	$ 1,129,180	15.54950	$ 222,986
Sub-Total	1,817	44,441,822	$ 13,526,907	$ 30.43734	$ 30.43734	$ 13,526,907	24,459	$ 7,445	$ 14.95329	$ 6,645,513	15.48405	$ 6,881,394
						$ 84,495,549						$ 49,334,691
U.S. Navy	1	95,971,335	$ 23,423,729	$ 24.40701	$ 24.40701	$ 23,423,729			$ 6.21476	$ 5,964,388	18.19225	$ 17,459,341
TOTAL	**53,698**	**413,861,949**	**$ 107,919,278**	**$ 26.07615**	**$ 26.07615**	**$ 107,919,278**	**7,707**	**$ 2,010**	**$ 9.93695**	**$ 41,125,245**	**16.13921**	**$ 66,794,033**
Twelve Months Ended December 2025												
R Residential	45,858	540,984,095	$ 152,895,229	$ 28.26243	$ 28.26243	$ 152,895,229	11,797	$ 3,334	$ 9.59857	$ 51,926,739	18.66386	$ 100,968,490
D Residential - Apt & Condo	5	7,859,873	$ 2,183,393	$ 27.77899	$ 27.77899	$ 2,183,393	1,571,975	$ 436,679	$ 8.71602	$ 685,068	19.06297	$ 1,498,325
G Small Gen. Non Demand	4,581	69,722,849	$ 23,008,551	$ 33.00002	$ 33.00002	$ 23,008,551	15,220	$ 5,023	$ 14.37619	$ 10,023,488	18.62383	$ 12,985,063
J Small Gen. Demand	889	202,496,604	$ 61,406,296	$ 30.32461	$ 30.32461	$ 61,406,296	227,673	$ 69,041	$ 11.57117	$ 23,431,226	18.75344	$ 37,975,070
P Large General	97	253,873,292	$ 74,101,291	$ 29.18830	$ 29.18830	$ 74,101,291	2,619,501	$ 764,588	$ 10.32412	$ 26,210,185	18.86418	$ 47,891,107
I Independent Power Producer	3	1,237,474	$ 366,290	$ 29.59984	$ 29.59984	$ 366,290	412,491	$ 122,097	$ 11.28810	$ 139,687	18.31174	$ 226,603
H Private St. Lights	465	358,490	$ 305,155	$ 85.12241	$ 85.12241	$ 305,155	771	$ 656	$ 65.97636	$ 236,519	19.14605	$ 68,637
Sub-Total	51,898	1,076,532,677	$ 314,266,207	$ 29.19244	$ 29.19244	$ 314,266,207	20,743	$ 6,055	$ 10.46442	$ 112,652,912	18.72802	$ 201,613,295
Government Service:												
S Small Non Demand	770	10,492,340	$ 3,674,619	$ 35.02192	$ 35.02192	$ 3,674,619	13,632	$ 4,774	$ 16.16376	$ 1,695,957	18.85816	$ 1,978,662
K Small Demand	347	104,584,699	$ 33,821,473	$ 32.33883	$ 32.33883	$ 33,821,473	301,108	$ 97,375	$ 13.25950	$ 13,867,404	19.07934	$ 19,954,069
L Large	21	53,917,600	$ 16,361,277	$ 30.34497	$ 30.34497	$ 16,361,277	2,517,553	$ 763,951	$ 11.53615	$ 6,220,016	18.80881	$ 10,141,261
F Street Lighting (Agencies)	669	5,557,707	$ 5,470,916	$ 98.43838	$ 98.43838	$ 5,470,916	8,312	$ 8,182	$ 79.41286	$ 4,413,534	19.02552	$ 1,057,383
Sub-Total	1,807	174,552,346	$ 59,328,286	$ 33.98882	$ 33.98882	$ 59,328,286	96,593	$ 32,831	$ 15.00805	$ 26,196,910	18.98077	$ 33,131,375
	53,705	1,251,085,022	$ 373,594,492	$ 29.86164	$ 29.86164	$ 373,594,492	23,296	$ 6,956	$ 11.09835	$ 138,849,822	18.76329	$ 234,744,670
U.S. Navy	1	355,126,673	$ 90,899,824	$ 25.59645	$ 25.59645	$ 90,899,824			$ 6.21371	$ 22,066,525	19.38275	$ 68,833,299
TOTAL	53,706	1,606,211,696	$ 464,494,316	$ 28.91862	$ 28.91862	$ 464,494,316	29,907	$ 8,649	$ 10.01838	$ 160,916,348	18.90025	$ 303,577,969

GPA-318 **ENERGY ACCOUNT** **FOR INTERNAL USE ONLY**

318Dec25 **FY 2026 Versus FY 2025**

	December 2025		December 2024		Y T D 2026		Y T D 2025		MOVING TWELVE MONTHS	
Gross Generation										
Number of days in Period	**31**		**31**		**92**		**92**		**365**	
Peak demand	**254**		**244**		**262**		**264**		**266**	
Date	**12/04/25**		**12/04/24**		**11/11/25**		**08/13/24**		**05/30/25**	
	KWH	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**	**KWH**	**% change**
Energy Account:										
Kilowatt hours GPA:										
Cabras 1 & 2	10,578,000		45,990,000		73,167,000		148,257,000		489,626,000	
Cabras No. 3	0		0		0		0		0	
Cabras No. 4	0		0		0		0		0	
MEC (ENRON) Piti 8 (IPP)	11,381,600		26,024,000		52,908,200		72,489,800		213,422,100	
MEC (ENRON) Piti 9 (IPP)	12,632,200		16,458,000		51,782,000		66,659,000		229,641,800	
TEMES Piti 7 (IPP)	2,150,461		12,329,456		7,025,186		25,422,352		60,872,157	
Tanguisson 2	0		0		0		0		0	
Tanguisson 1	0		0		0		0		0	
Guam Ukudu Power GT 1	20,043,089		0		61,910,032		0		104,014,103	
Guam Ukudu Power GT 2	18,843,330		0		43,282,010		0		86,168,510	
Guam Ukudu Power GT 3	20,732,861		0		22,488,414		0		37,154,267	
Guam Ukudu Power ST	31,374,280		0		61,447,150		0		85,117,390	
Diesels/CT's & Others:										
MDI 10MW	33,208		162,483		236,502		371,305		1,295,184	
NRG Solar Dandan	3,552,680		3,669,112		10,479,945		10,618,483		46,174,760	
KEPCO Mangilao Solar	10,349,188		11,664,531		31,418,845		32,179,157		136,687,207	
Dededo CT #1	1,167,580		3,862,880		4,453,390		7,098,190		29,343,190	
Dededo CT #2	608,040		1,285,554		2,521,640		2,066,614		14,377,830	
Macheche CT	2,740,959		8,496,191		9,892,607		21,896,637		67,933,881	
Yigo CT	2,465,348		3,926,940		8,641,758		13,178,261		54,257,570	
Tenjo	558,760		1,210,690		2,048,270		3,417,420		14,097,268	
Talofofo 10 MW	155,840		355,600		678,030		897,540		4,773,580	
Aggreko/Yigo Diesel Units	4,146,110		12,509,990		17,084,150		30,580,600		107,600,120	
Wind Turbine*	0		65,039		1,959		65,039		206,570	
Orote	0		0		0		0		0	
Marbo	0		0		0		0		0	
	153,513,534		**148,010,467**		**461,467,088**		**435,197,398**		**1,782,763,487**	
Ratio to last year		103.72		102.69		106.04		101.16		103.27
Station use	5,006,736		5,334,330		16,561,809		17,843,628		65,398,738	
Ratio to Gross generation		3.26		3.60		3.59		4.10		3.67
Net send out	148,506,798		142,676,136		444,905,279		417,353,770		1,717,364,749	
Ratio to last year		104.09		102.93		106.60		100.96		103.47
KWH deliveries:										
Sales to Navy (@34.5kv)	**32,516,277**		**28,616,370**		**95,971,336**		**84,107,308**		**355,126,675**	
Ratio to last year		113.63		106.08		114.11		103.12		109.50
GPA-metered	**115,990,521**		**114,059,766**		**348,933,943**		**333,246,462**		**1,362,238,074**	
Ratio to last year		101.69		102.17		104.71		100.43		102.00
Power factor adj.	0		0		0		0		0	
Adjusted	115,990,521		114,059,766		348,933,943		333,246,462		1,362,238,074	
GPA KWH Accountability:										
Sales to civilian customers-										
accrual basis	**105,667,506**		**105,053,188**		**317,890,614**		**309,051,084**		**1,251,085,025**	
Ratio to last year		100.58		102.55		102.86		101.42		100.98
GPA use-KWH	325,400		313,511		978,304		940,771		3,885,579	
Unaccounted For	9,997,616		8,693,068		30,065,025		23,254,607		107,267,470	
Ratio to deliveries		8.62		7.62		8.62		6.98		7.87
Ratio to Gross Generation		6.51		5.87		6.52		5.34		6.02
Ratio to Net Send Out		6.73		6.11		6.76		5.57		6.25

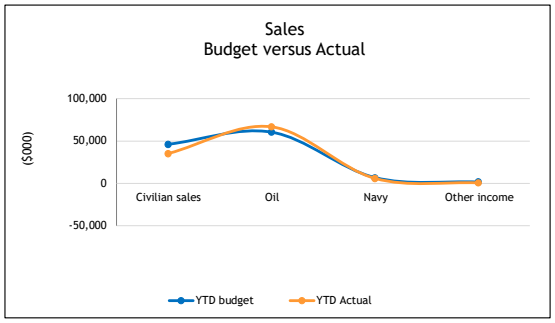
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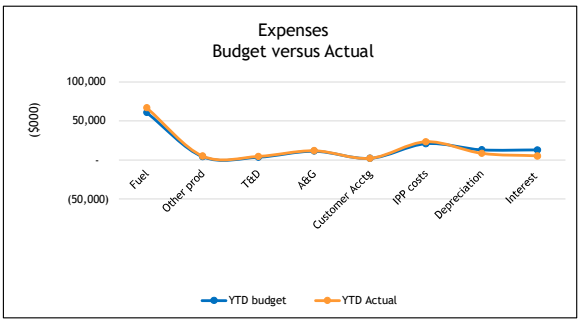
Guam Power Authority
Fuel Consumption
FY 2026

Description	December 2025 BARRELS	December 2025 AMOUNT	YEAR-TO-DATE BARRELS	YEAR-TO-DATE AMOUNT	MOVING 12 MONTHS BARREL S	MOVING 12 MONTHS AMOUNT
FUEL FURNISHED:						
NAVY:						
Diesel	0	0	0	0	0	0
Low/Ultra Sulfur	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**
GPA:						
High Sulfur	0	$0	0	$ -	0	$ -
Diesel	184,709	$18,135,287	509,619	$ 49,924,996	1,892,632	$ 186,640,849
Low/Ultra Sulfur	19,132	$2,281,575	135,720	$ 16,171,435	871,984	$ 98,671,108
Deferred Fuel Costs	0	-$3,514,789	0	$ (10,658,659)	0	$ (22,270,806)
Fuel Adjustments	0	$0		$ -	0	$ 121,492
Fuel Handling Costs	0	$6,218,171	0	$ 11,356,260	0	$ 40,415,327
	203,841	**$23,120,244**	**645,340**	**$ 66,794,032**	**2,764,616**	**$ 303,577,969**
IWPS:						
High Sulfur	0	$0	0	$ -	0	$ -
Diesel	184,709	$18,135,287	509,619	$ 49,924,996	1,892,632	$ 186,640,849
Low/Ultra Sulfur	19,132	$2,281,575	135,720	$ 16,171,435	871,984	$ 98,671,108
Deferred Fuel Costs	0	-$3,514,789	0	$ (10,658,659)	0	$ (22,270,806)
Fuel Variance	0	$0	0	$ -		$ 121,492
Fuel Handling Costs	0	$6,218,171	0	$ 11,356,260	0	$ 40,415,327
	203,841	**$23,120,244**	**645,340**	**$ 66,794,032**	**2,764,616**	**$ 303,577,969**
AVERAGE COST/Bbl.						
High Sulfur		**#DIV/0!**		**#DIV/0!**		**#DIV/0!**
Diesel		**$98.18**		**$97.97**		**$98.61**
Low/Ultra Sulfur		**$119.25**		**$119.15**		**$113.16**
AS BURNED						
Cabras 1 & 2						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	19,132	$ 2,281,575	135,720	$ 16,171,435	871,984	$ 98,671,108
Diesel	1,600	$ 164,029	1,771	$ 182,135	2,566	$ 262,428
	20,732	$ 2,445,604	137,491	$ 16,353,570	874,550	$ 98,933,536
Ukudu 1 2 3 & 4						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	0	$ -	0	$ -	0	$ -
Diesel	114,069	$ 11,115,256	232,476	$ 22,457,683	430,673	$ 42,844,881
	114,069	$ 11,115,256	232,476	$ 22,457,683	430,673	$ 42,844,881
MEC (Piti Units 8&9)						
High Sulfur	0	$ -	0	$ -	0	$ -
Low/Ultra Sulfur	0	$ -	0	$ -	0	$ -
Diesel	36,042	$ 3,500,438	157,433	$ 15,407,908	665,203	$ 64,704,065
	36,042	$ 3,500,438	157,433	$ 15,407,908	665,203	$ 64,704,065
Diesel & CT's - GPA:						
MDI Dsl	54	$ 5,139	382	$ 36,623	2,090	$ 217,496
Dededo CT #1	3,941	$ 399,924	14,142	$ 1,426,005	94,707	$ 9,436,471
Dededo CT #2	2,269	$ 230,276	9,106	$ 917,825	51,413	$ 5,134,334
Macheche CT	5,820	$ 597,776	20,844	$ 2,111,411	143,270	$ 14,367,923
Yigo CT	5,310	$ 554,117	18,064	$ 1,834,783	113,514	$ 11,264,369
Talofofo 10 MW	252	$ 27,407	1,097	$ 118,162	8,002	$ 861,882
Aggreko	6,657	$ 694,739	27,458	$ 2,785,459	172,195	$ 17,146,944
Tenjo	902	$ 90,415	3,306	$ 324,834	22,873	$ 2,252,173
TEMES (IPP)	7,733	$ 745,393	23,110	$ 2,250,156	184,154	$ 17,827,721
GWA Generators	62	$ 10,378	433	$ 72,013	1,973	$ 320,161
	32,999	$ 3,355,564	117,940	$ 11,877,269	794,189	$ 78,829,474
Deferred Fuel Costs	0	$ (3,514,789)		$ (10,658,659)		$ (22,270,806)
Adjustment		$ -		$ -		$ 121,492
Fuel Handling Costs	0	$ 6,218,171		$ 11,356,260		$ 40,415,327
TOTAL	**203,842**	**$ 23,120,244**	**645,340**	**$ 66,794,032**	**2,764,616**	**$ 303,577,969**

Statement of operations
Comparison-Budget versus Actual
For the month and year to date ended December 31, 2025

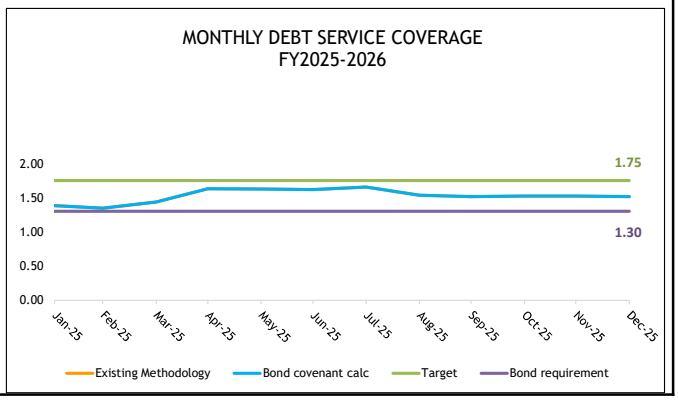
	Budget	Actual December-25	Variance	YTD Budget	YTD Actual	Variance
KwH Sales-Civilian	106,132	105,668	464	312,165	317,891	(5,726)
Non-fuel yield	$ 0.149610	$ 0.112917	$ 0.036692	$ 0.147507	$ 0.110607	$ 0.036901
KwH Sales-Navy	28,903	32,516	(3,614)	85,031	95,971	(10,940)
Non-fuel yield	$ 0.079894	$ 0.061680	$ 0.018214	$ 0.080430	$ 0.062148	$ 0.018282
Operating revenue						
Civilian sales	$ 15,878	$ 11,932	$ 3,947	$ 46,047	$ 35,161	$ 10,886
Oil	20,597	23,120	(2,523)	60,585	66,794	(6,209)
Navy	2,309	2,006	304	6,839	5,964	875
DSM-Rebates	-	-	-	-	-	-
Other income	672	99	573	1,778	619	1,159
	39,457	37,157	2,300	115,249	108,538	6,711
Bad debts expense	108	108	(0)	324	324	(0)
Total operating revenues	$ 39,349	$ 37,049	$ 2,300	$ 114,925	$ 108,215	$ 6,711
Operating expenses:						
Production fuel	$ 20,597	$ 23,120	$ (2,523)	$ 60,585	$ 66,794	$ (6,209)
O & M expenses:						
Other production	1,402	1,817	(414)	4,142	5,136	(993)
Transmission distribution	1,275	1,585	(310)	3,486	4,441	(956)
Administrative expense	3,646	4,166	(520)	11,266	11,934	(668)
Customer accounting	605	675	(70)	1,791	1,869	(79)
	6,928	8,243	(1,315)	20,685	23,380	(2,695)
IPP costs	5,091	1,629	3,461	15,272	4,980	10,292
Depreciation	4,341	2,826	1,514	13,023	8,421	4,602
	36,956	35,819	1,138	109,564	103,575	5,989
Operating income	2,392	1,230	1,162	5,361	4,640	722
Other revenue (expenses):						
Investment income	530	413	117	1,589	1,092	498
Interest expense	(4,322)	(1,715)	(2,607)	(12,966)	(5,139)	(7,826)
Allowance for funds used during construction	-	-	-	-	-	-
Pandemic -COVID19	-	-	-	-	-	-
Losses due to typhoon	-	(7)	7	-	(19)	19
Bond issuance costs/Other expenses	-	32	(32)	-	95	(95)
Net income before capital contribution	(1,400)	(47)	(1,352)	(6,015)	669	(6,685)
Grants from the U.S. Government	-	238	(238)	-	238	(238)
Increase (decrease) in net assets	$ (1,400)	$ 190	$ (1,590)	$ (6,015)	$ 906	$ (6,922)





Guam Power Authority
Debt service coverage
December 31, 2025

	Audited 2022	Audited 2023	Audited 2024	YTD Unaudited 2025	YTD Unaudited 2026
Funds Available for Debt Service					
Earnings from Operations	$ 38,494	$ 39,409	$ 20,632	$ 20,113	$ 4,640
Interest/Other Income (Expense)	($1,332)	($12,942)	(1,658)	3,791	1,185
Depreciation Expense	35,213	35,216	35,021	33,183	8,421
Balance Available for Debt Service	$ 72,375	$ 61,683	$ 53,995	$ 57,087	$ 14,246
IPP - Capital Costs					
Principal	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-
Total IPP Payments	$ -	$ -	$ -	$ -	$ -
Bond Debt Service					
Principal (1993 & 1999 Revenue Bond)	$ -	$ -	$ -	$ -	$ -
Interest (1993 & 1999 Revenue Bond)	-	-	-	-	-
Principal and Interest (2024 Revenue Refunding Series A)	-	-	465	4,552	1,139
Principal and Interest (2010 Senior TE Bond)	-	-	-	-	-
Principal and Interest (2012 Senior TE Bond)	20,746	-	-	-	-
Principal and Interest (2014 Senior TE Bond)	5,086	5,083	4,421	200	50
Principal and Interest (2017 Senior TE Bond)	7,733	11,452	11,445	11,447	2,861
Principal and Interest (2022 Bond)	8,745	31,467	21,413	21,415	5,353
Total	$ 42,310	$ 48,001	$ 37,743	$ 37,613	$ 9,403
Debt Service Coverage (DSC) Calculation					
Existing DSC Methodology (Senior)	1.71	1.29	1.43 x	1.52	1.52 x
Existing DSC Methodology (Senior+Subordinate)	1.71	1.29	1.43 x	1.52	1.52 x
Bond Covenant DSC	1.71	1.29	1.43 x	1.52	1.52 x
Debt Service Coverage Requirements					
Existing Ratemaking DSC Target	1.75	1.75	1.75 x	1.75	1.75 x
Minimum Bond Covenant Requirement (Senior Bond)	1.30	1.30	1.30 x	1.30	1.30 x
Minimum Bond Covenant Requirement (Subordinate Bond)	1.20	1.20	1.20 x	1.20	1.20 x

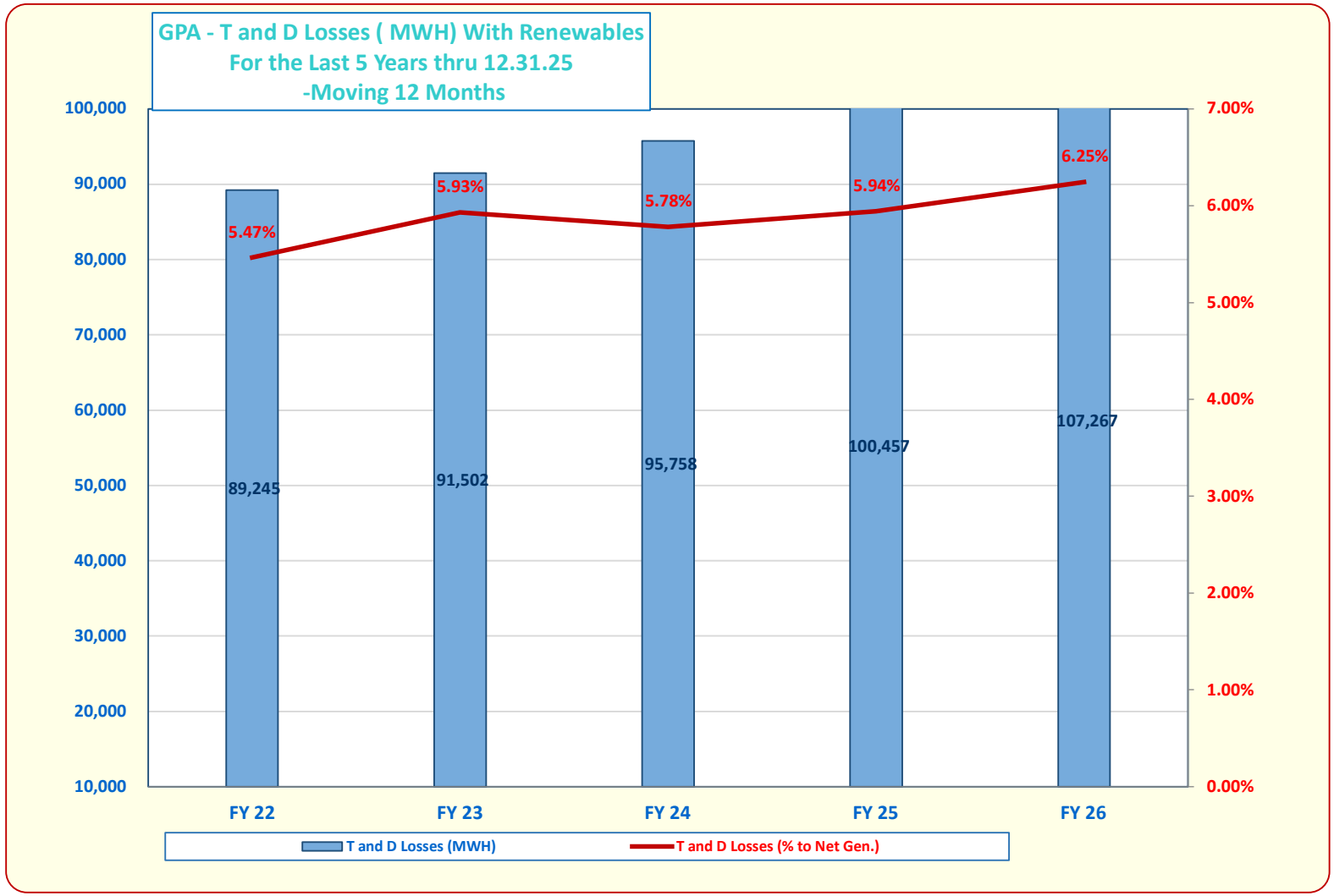


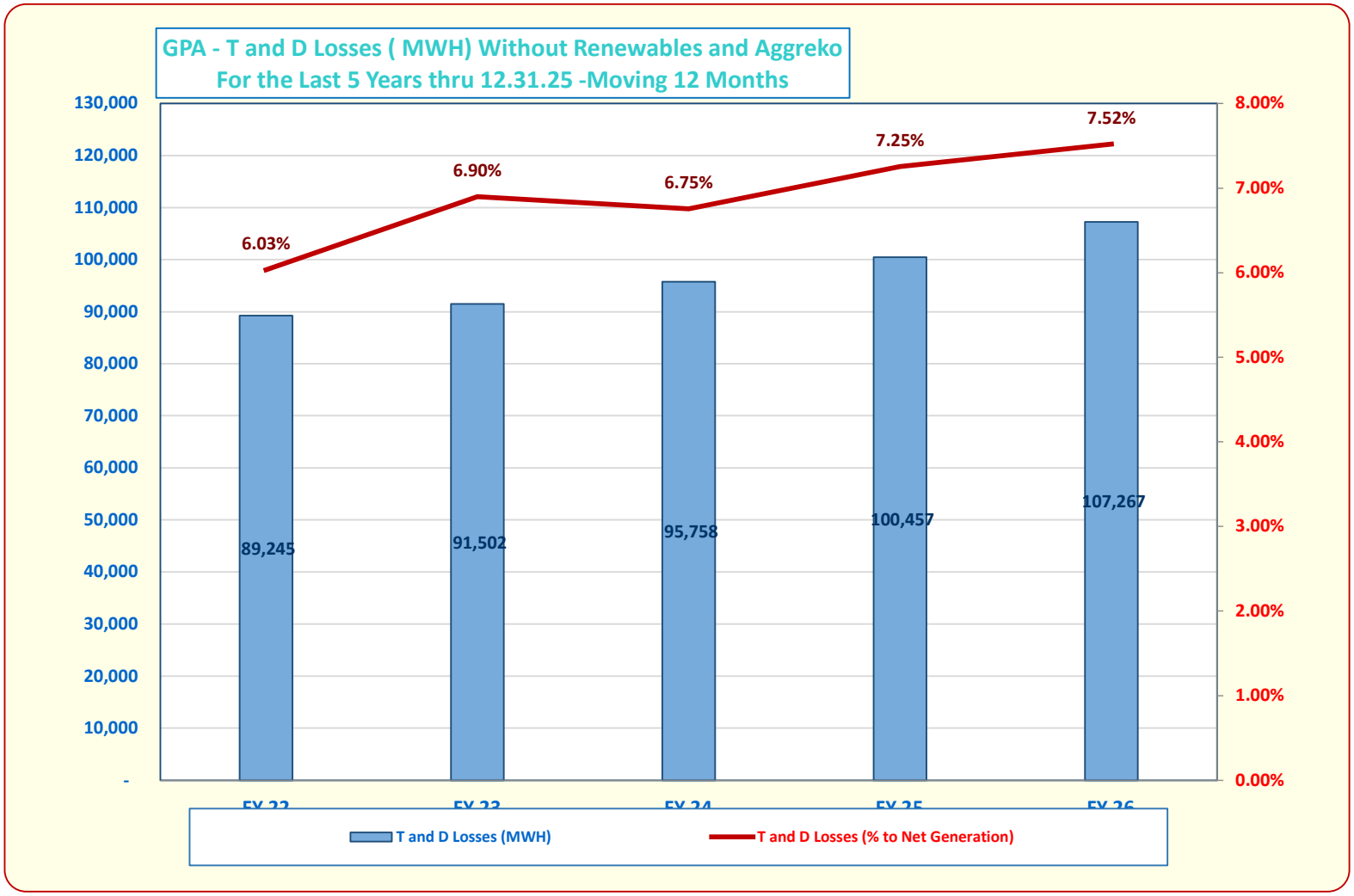
Notes:
(1) Source: Guam Power Authority, 2017 - 2020 Audited Financial Statements and 2020-2021 Unaudited Financial Statements
(2) Interest income is net of interest earnings in the Construction Fund and the amortization of deferred credit
(3) Existing DSC Methodology (Rating Agency Method):
(Operating Earnings + Depreciation Expense - IPP Principal & Interest Payments)/
(Senior and Subordinate Bond Principal & Interest Payments)
(4) Bond Covenant DSC Methodology: (Operating Earnings + Depreciation Expense)/
(Senior and Subordinate Bond Principal & Interest Payments)

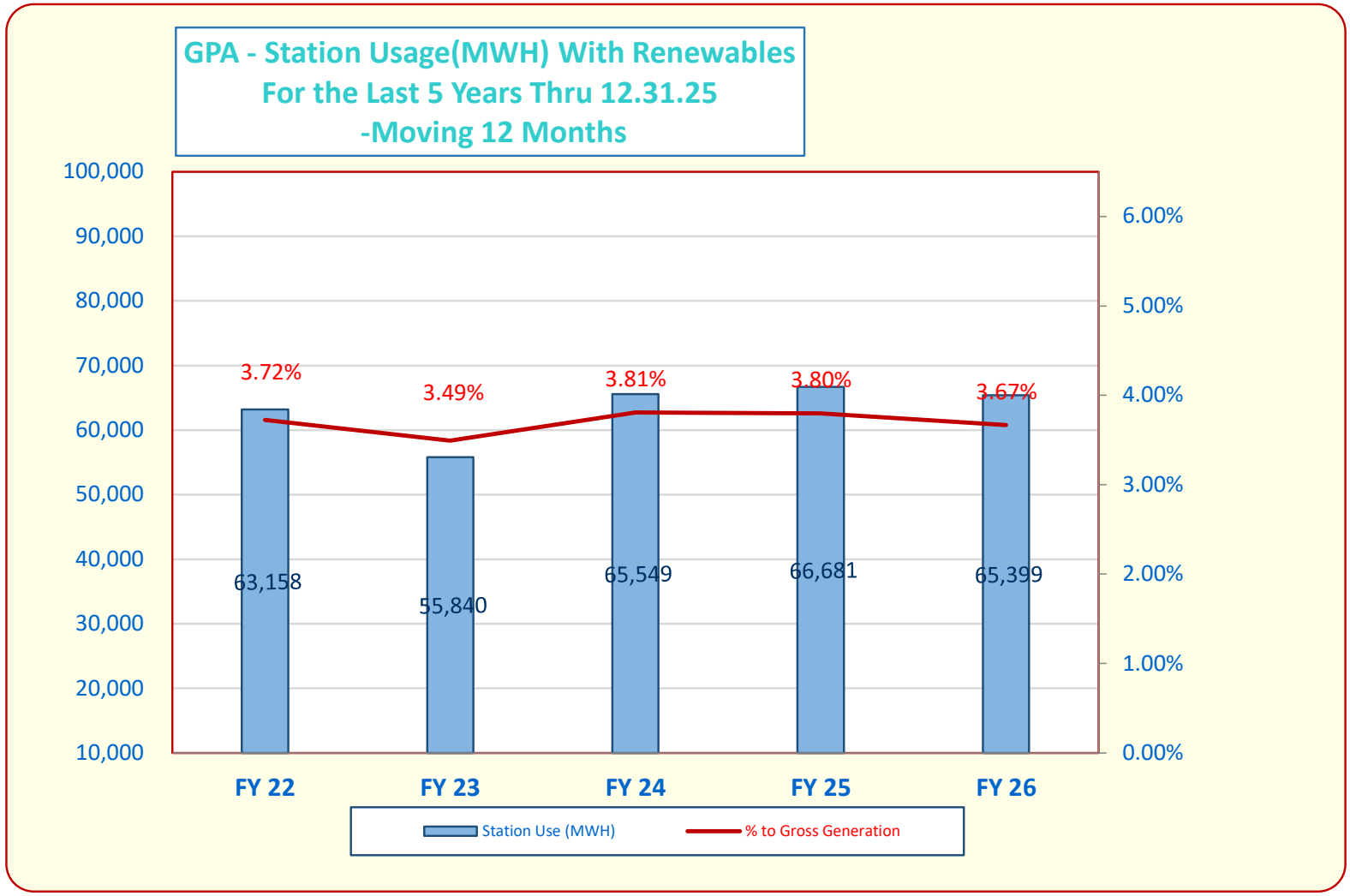
REVENUES-ACTUAL VS PROJECTIONS

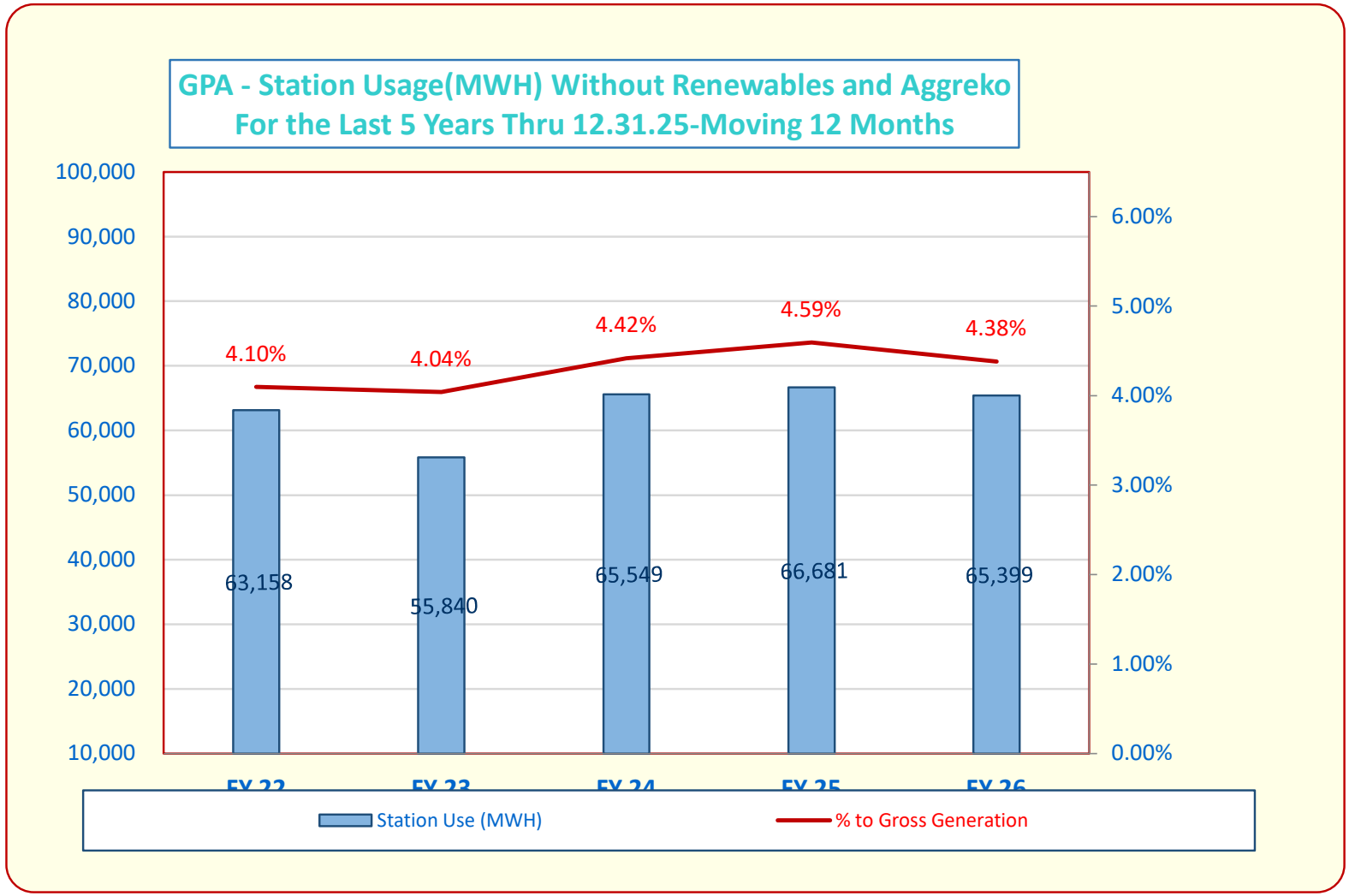
	MONTHLY - DECEMBER 2025				YTD THRU 12/31/2025			
	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE	PROJECTIONS	ACTUAL	VARIANCE	% VARIANCE
KWH								
Residential	45,847,751	45,545,111	(302,641)	-0.66%	133,312,490	137,649,500	4,337,010	3.25%
Residential - Apt & Condo	690,911	656,240	(34,671)	-5.02%	1,988,623	2,010,089	21,466	1.08%
Small General-Non-Demand	5,740,182	5,772,881	32,700	0.57%	17,159,022	17,716,956	557,934	3.25%
Small General-Demand	17,796,652	17,150,037	(646,615)	-3.63%	53,931,542	51,255,219	(2,676,323)	-4.96%
Large	21,135,113	21,802,980	667,867	3.16%	60,717,529	64,399,663	3,682,134	6.06%
Independent Power Producers	101,967	121,503	19,536	19.16%	293,606	330,682	37,077	12.63%
Private St. Lites	28,167	28,540	373	1.32%	87,625	86,682	(943)	-1.08%
Sub-total	**91,340,743**	**91,077,292**	**(263,452)**	**-0.29%**	**267,490,437**	**273,448,792**	**5,958,355**	**2.23%**
Government								
Small_Non Demand	826,638	964,723	138,085	16.70%	2,731,626	2,937,249	205,623	7.53%
Small-Demand	8,456,608	8,610,040	153,432	1.81%	25,309,476	26,204,651	895,175	3.54%
Large	5,035,947	4,547,089	(488,858)	-9.71%	15,217,082	13,865,885	(1,351,198)	-8.88%
Public St. Lites	472,061	468,362	(3,698)	-0.78%	1,416,152	1,434,036	17,885	1.26%
Sub-total	**14,791,254**	**14,590,214**	**(201,039)**	**-1.36%**	**44,674,336**	**44,441,822**	**(232,515)**	**-0.52%**
Total-Civilian	**106,131,997**	**105,667,506**	**(464,491)**	**-0.44%**	**312,164,774**	**317,890,614**	**5,725,840**	**1.83%**
USN	28,902,534	32,516,277	3,613,743	12.50%	56,128,855	95,971,335	39,842,480	70.98%
Grand Total	**135,034,531**	**138,183,783**	**3,149,252**	**2.33%**	**368,293,629**	**413,861,949**	**45,568,320**	**12.37%**
Non-Oil Yield								
Residential	0.127893	0.095879	(0.032014)	-25.03%	0.127893	0.095551	(0.032342)	-25.29%
Residential - Apt & Condo	0.120259	0.086698	(0.033561)	-27.91%	0.119266	0.087292	(0.031973)	-26.81%
Small General-Non-Demand	0.196073	0.168391	(0.027682)	-14.12%	0.182447	0.144437	(0.038010)	-20.83%
Small General-Demand	0.157837	0.120306	(0.037531)	-23.78%	0.157837	0.115087	(0.042750)	-27.08%
Large	0.133708	0.103188	(0.030520)	-22.83%	0.135246	0.103040	(0.032206)	-23.81%
Independent Power Producers	0.312382	0.114481	(0.197901)	0.00%	0.312382	0.112679	(0.199703)	0.00%
Private St. Lites	0.151135	0.672868	0.521733	345.21%	0.151135	0.652377	0.501242	331.65%
Sub-total		**0.106964**	**0.106964**			**0.104280**	**0.104280**	
Government								
Small_Non Demand	0.239539	0.159357	(0.080181)	-33.47%	0.246514	0.158557	(0.087957)	-35.68%
Small-Demand	0.179607	0.132362	(0.047245)	-26.30%	0.179607	0.132294	(0.047312)	-26.34%
Large	0.185500	0.114426	(0.071074)	-38.31%	0.140185	0.114229	(0.025956)	-18.52%
Public St. Lites	1.022170	0.802862	(0.219307)	-21.46%	1.022170	0.787414	(0.234756)	-22.97%
Sub-total	**0.211988**	**0.150081**	**(0.061907)**	**-29.20%**	**0.196979**	**0.149533**	**(0.047446)**	**-24.09%**
Total-Civilian	**0.149610**	**0.112917**	**(0.036692)**	**-24.53%**	**0.147507**	**0.110607**	**(0.036901)**	**-25.02%**
USN	0.081111	0.061680	(0.019431)	-23.96%	0.121846	0.062148	(0.059698)	-48.99%
Grand Total	**0.134688**	**0.100861**	**(0.033827)**	**-25.12%**	**0.143596**	**0.099369**	**(0.044227)**	**-30.80%**
Non-Oil Revenues								
Residential	5,863,611	4,366,821	(1,496,790)	-25.53%	17,049,749	13,152,496	(3,897,253)	-22.86%
Residential - Apt & Condo	82,673	56,895	(25,778)	-31.18%	237,174	175,465	(61,709)	-26.02%
Small General-Non-Demand	1,125,495	972,103	(153,393)	-13.63%	3,130,613	2,558,980	(571,633)	-18.26%
Small General-Demand	2,808,974	2,063,255	(745,718)	-26.55%	8,512,403	5,898,826	(2,613,577)	-30.70%
Large	2,825,936	2,249,801	(576,135)	-20.39%	8,211,818	6,635,767	(1,576,050)	-19.19%
Independent Power Producers	31,853	13,910	(17,943)	-56.33%	91,717	37,261	(54,456)	-59.37%
Private St. Lites	4,257	19,204	14,947	351.11%	13,243	56,550	43,306	327.01%
Sub-total	**12,742,799**	**9,741,988**	**(3,000,811)**	**-23.55%**	**37,246,717**	**28,515,344**	**(8,731,373)**	**-23.44%**
Government								
Small_Non Demand	200,012	153,736	(46,276)	-23.14%	673,384	465,721	(207,663)	-30.84%
Small-Demand	1,518,864	1,139,644	(379,220)	-24.97%	4,545,754	3,466,730	(1,079,024)	-23.74%
Large	934,168	520,306	(413,862)	-44.30%	2,133,199	1,583,882	(549,317)	-25.75%
Public St. Lites	482,526	376,031	(106,496)	-22.07%	1,447,548	1,129,180	(318,367)	-21.99%
Sub-total	**3,135,571**	**2,189,717**	**(945,854)**	**-30.17%**	**8,799,885**	**6,645,513**	**(2,154,372)**	**-24.48%**
Total-Civilian	**15,878,370**	**11,931,705**	**(3,946,665)**	**-24.86%**	**46,046,602**	**35,160,857**	**(10,885,745)**	**-23.64%**
USN	2,309,153	2,005,616	(303,537)	-13.14%	6,839,066	5,964,388	(874,679)	-12.79%
Grand Total	**18,187,523**	**13,937,321**	**(4,250,202)**	**-23.37%**	**52,885,668**	**41,125,245**	**(11,760,423)**	**-22.24%**
Oil Revenues								
Residential	6,993,249	7,082,037	88,788	1.27%	20,334,421	21,403,809	1,069,388	5.26%
Residential - Apt & Condo	105,386	102,042	(3,344)	-3.17%	303,329	312,559	9,230	3.04%
Small General-Non-Demand	875,561	897,654	22,093	2.52%	2,617,300	2,754,898	137,598	5.26%
Small General-Demand	2,714,559	2,666,334	(48,225)	-1.78%	8,226,286	7,968,886	(257,400)	-3.13%
Large	3,223,781	3,368,340	144,559	4.48%	9,261,366	9,950,014	688,648	7.44%
Independent Power Producers	15,553	18,232	2,678	17.22%	44,784	49,653	4,869	10.87%
Private St. Lites	4,296	4,438	141	3.29%	13,366	13,479	113	0.85%
Sub-total	**13,932,386**	**14,139,077**	**206,691**	**1.48%**	**40,800,851**	**42,453,297**	**1,652,446**	**4.05%**
Government								
Small_Non Demand	126,089	149,995	23,906	18.96%	416,660	456,684	40,024	9.61%
Small-Demand	1,289,903	1,338,668	48,764	3.78%	3,860,505	4,074,246	213,741	5.54%
Large	768,143	697,460	(70,683)	-9.20%	2,321,092	2,127,479	(193,613)	-8.34%
Public St. Lites	72,004	72,828	824	1.14%	216,008	222,986	6,977	3.23%
Sub-total	**2,256,140**	**2,258,950**	**2,811**	**0.12%**	**6,814,266**	**6,881,394**	**67,128**	**0.99%**
Total-Civilian	**16,188,526**	**16,398,027**	**209,502**	**1.29%**	**47,615,117**	**49,334,691**	**1,719,574**	**3.61%**
USN	4,408,561	6,722,217	2,313,656	52.48%	12,970,008	17,459,341	4,489,333	34.61%
Grand Total	**20,597,087**	**23,120,245**	**2,523,158**	**12.25%**	**60,585,125**	**66,794,033**	**6,208,907**	**10.25%**
Grand Total								
Residential	12,856,861	11,448,858	(1,408,002)	-10.95%	37,384,170	34,556,305	(2,827,865)	-7.56%
Residential - Apt & Condo	188,059	158,937	(29,123)	-18.32%	540,503	488,024	(52,479)	-9.71%
Small General-Non-Demand	2,001,057	1,869,757	(131,300)	-6.56%	5,747,913	5,313,878	(434,035)	-7.55%
Small General-Demand	5,523,532	4,729,589	(793,943)	-14.37%	16,738,689	13,867,712	(2,870,977)	-17.15%
Large	6,049,717	5,618,141	(431,576)	-7.13%	17,473,184	16,585,781	(887,403)	-5.08%
Independent Power Producers	47,406	32,141	(15,264)	-32.20%	136,501	86,914	(49,588)	-36.33%
Private St. Lites	8,553	23,641	15,088	176.40%	26,609	70,028	43,419	163.18%
Sub-total	**26,675,186**	**23,881,065**	**(2,794,120)**	**-10.47%**	**78,047,568**	**70,968,641**	**(7,078,927)**	**-9.07%**
Government					-			
Small_Non Demand	326,100	303,730	(22,370)	-6.86%	1,090,044	922,405	(167,640)	-15.38%
Small-Demand	2,808,768	2,478,312	(330,456)	-11.77%	8,406,259	7,540,976	(865,283)	-10.29%
Large	1,702,311	1,217,766	(484,545)	-28.46%	4,454,291	3,711,361	(742,930)	-16.68%
Public St. Lites	554,531	448,859	(105,672)	-19.06%	1,663,556	1,352,166	(311,390)	-18.72%
Sub-total	**5,391,710**	**4,448,667**	**(943,043)**	**-17.49%**	**15,614,151**	**13,526,907**	**(2,087,244)**	**-13.37%**
Total-Civilian	**32,066,896**	**28,329,733**	**(3,737,163)**	**-11.65%**	**93,661,719**	**84,495,549**	**(9,166,171)**	**-9.79%**
USN	6,717,715	8,727,833	2,010,118	29.92%	19,809,074	23,423,729	3,614,655	18.25%
Grand Total	**38,784,610**	**37,057,566**	**(1,727,045)**	**-4.45%**	**113,470,793**	**107,919,278**	**(5,551,516)**	**-4.89%**

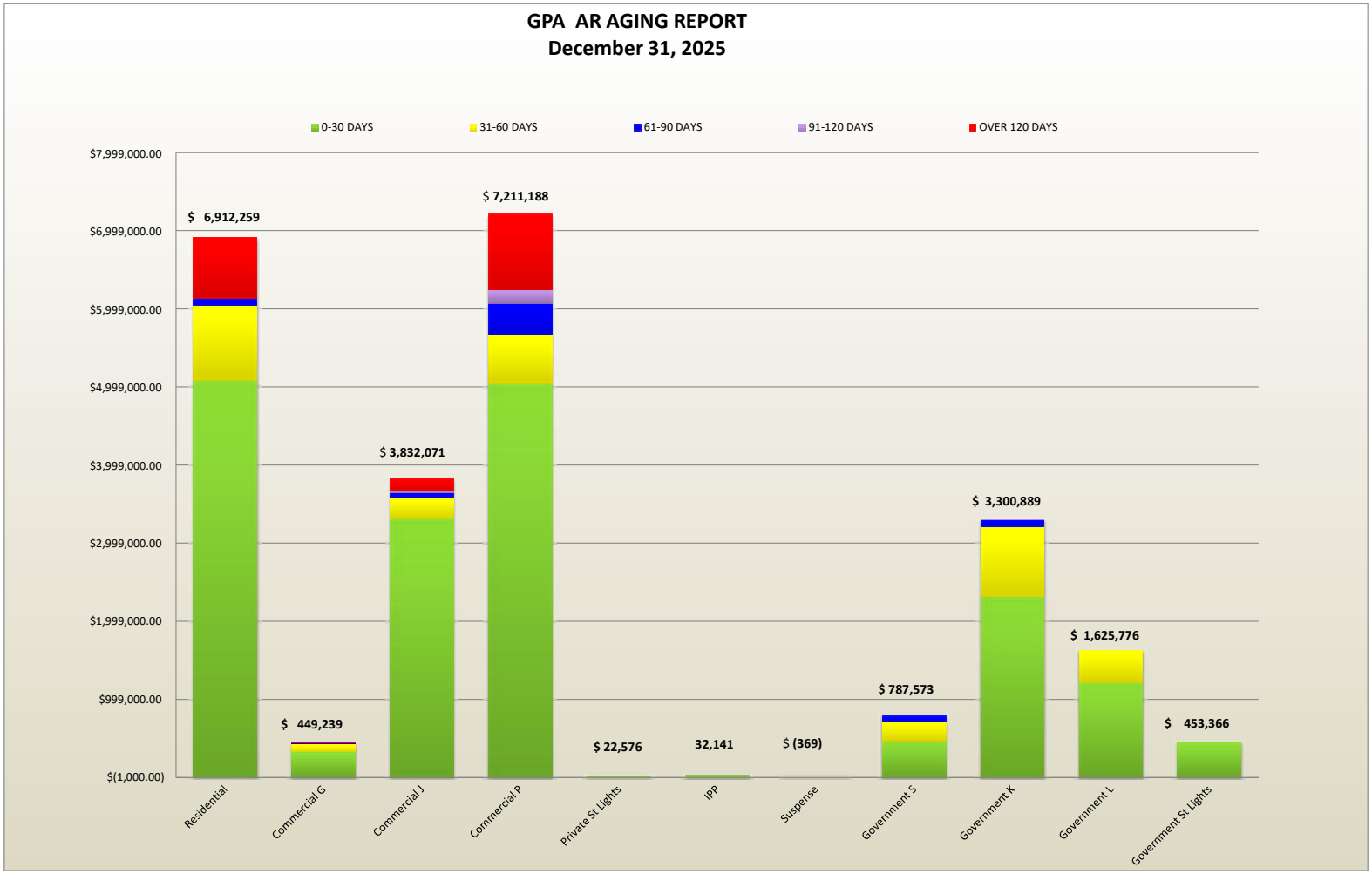
	YTD REVENUES - CURRENT YEAR VS PRIOR YEAR				MTD REVENUES - CURRENT YEAR VS PRIOR YEAR			
	ACTUALS - 3 MONTHS ENDED DECEMBER 31				ACTUALS - MONTH ENDED DECEMBER 31			
	2025	2024	VARIANCE	% VARIANCE	2025	2024	VARIANCE	% VARIANCE
KWH								
Residential	137,649,500	131,992,565	5,656,936	4.29%	45,545,111	45,393,813	151,298	0.33%
Residential - Apt & Condo	2,010,089	1,968,933	41,156	2.09%	656,240	684,070	(27,831)	-4.07%
Small General-Non-Demand	17,716,956	16,961,134	755,822	4.46%	5,772,881	5,655,352	117,530	2.08%
Small General-Demand	51,255,219	53,397,567	(2,142,348)	-4.01%	17,150,037	17,620,448	(470,411)	-2.67%
Large	64,399,663	60,116,366	4,283,297	7.13%	21,802,980	20,925,855	877,125	4.19%
Independent Power Producers	330,682	290,699	39,984	13.75%	121,503	100,957	20,546	20.35%
Private St. Lites	86,682	86,758	(75)	-0.09%	28,540	27,888	652	2.34%
Sub-total	**273,448,792**	**264,814,021**	**8,634,771**	**3.26%**	**91,077,292**	**90,408,383**	**668,909**	**0.74%**
Government								
Small_Non Demand	2,937,249	2,704,580	232,669	8.60%	964,723	818,453	146,270	17.87%
Small-Demand	26,204,651	25,058,887	1,145,764	4.57%	8,610,040	8,372,879	237,161	2.83%
Large	13,865,885	15,071,466	(1,205,581)	-8.00%	4,547,089	4,986,086	(438,997)	-8.80%
Public St. Lites	1,434,036	1,402,131	31,906	2.28%	468,362	467,387	975	0.21%
Sub-total	**44,441,822**	**44,237,064**	**204,758**	**0.46%**	**14,590,214**	**14,644,806**	**(54,591)**	**-0.37%**
Total-Civilian	**317,890,614**	**309,051,085**	**8,839,529**	**2.86%**	**105,667,506**	**105,053,188**	**614,318**	**0.58%**
USN	95,971,335	84,107,308	11,864,027	14.11%	32,516,277	28,616,370	3,899,906	13.63%
Grand Total	**413,861,949**	**393,158,393**	**20,703,557**	**5.27%**	**138,183,783**	**133,669,559**	**4,514,224**	**3.38%**
Non-Oil Yield								
Residential	0.095551	0.096354	-0.000803	-0.83%	0.095879	0.096089	-0.000210	-0.22%
Residential - Apt & Condo	0.087292	0.086410	0.000882	1.02%	0.086698	0.086020	0.000678	0.79%
Small General-Non-Demand	0.144437	0.145103	-0.000666	-0.46%	0.168391	0.145076	0.023315	16.07%
Small General-Demand	0.115087	0.115625	-0.000538	-0.47%	0.120306	0.116754	0.003552	3.04%
Large	0.103040	0.101892	0.001148	1.13%	0.103188	0.101932	0.001256	1.23%
Independent Power Producers	0.112679	0.109913	0.002766	2.52%	0.114481	0.105215	0.009266	8.81%
Private St. Lites	0.652377	0.653965	-0.001588	-0.24%	0.672868	0.665077	0.007792	1.17%
Sub-total	**0.104280**	**0.104743**	**-0.000462**	**-0.44%**	**0.106964**	**0.104643**	**0.002321**	**2.22%**
Government								
Small_Non Demand	0.158557	0.160222	-0.001665	-1.04%	0.159357	0.163834	-0.004477	-2.73%
Small-Demand	0.132294	0.132654	-0.000360	-0.27%	0.132362	0.132824	-0.000462	-0.35%
Large	0.114229	0.118597	-0.004368	-3.68%	0.114426	0.118565	-0.004138	-3.49%
Public St. Lites	0.787414	0.778331	0.009083	1.17%	0.802862	0.778163	0.024700	3.17%
Sub-total	**0.149533**	**0.150016**	**-0.000483**	**-0.32%**	**0.150081**	**0.150298**	**-0.000217**	**-0.14%**
Total-Civilian	**0.110607**	**0.111223**	**-0.000616**	**-0.55%**	**0.112917**	**0.111007**	**0.001910**	**1.72%**
USN	0.062148	0.060572	0.001575	2.60%	0.061680	0.058227	0.003454	5.93%
Grand Total	**0.099369**	**0.100387**	**-0.001018**	**-1.01%**	**0.100861**	**0.099708**	**0.001153**	**1.16%**
Non-Oil Revenues								
Residential	13,152,496	12,717,964	434,532	3.42%	4,366,821	4,361,839	4,982	0.11%
Residential - Apt & Condo	175,465	170,135	5,330	0.00%	56,895	58,844	(1,949)	-3.31%
Small General-Non-Demand	2,558,980	2,461,109	97,870	3.98%	972,103	820,457	151,646	18.48%
Small General-Demand	5,898,826	6,174,093	(275,267)	-4.46%	2,063,255	2,057,264	5,992	0.29%
Large	6,635,767	6,125,373	510,394	8.33%	2,249,801	2,133,020	116,781	5.47%
Independent Power Producers	37,261	31,951	5,309	16.62%	13,910	10,622	3,288	30.95%
Private St. Lites	56,550	56,737	(187)	-0.33%	19,204	18,548	656	3.54%
Sub-total	**28,515,344**	**27,737,363**	**777,981**	**2.80%**	**9,741,988**	**9,460,593**	**281,395**	**2.97%**
Government								
Small_Non Demand	465,721	433,333	32,387	7.47%	153,736	134,091	19,645	14.65%
Small-Demand	3,466,730	3,324,165	142,565	4.29%	1,139,644	1,112,118	27,527	2.48%
Large	1,583,882	1,787,433	(203,551)	-11.39%	520,306	591,174	(70,867)	-11.99%
Public St. Lites	1,129,180	1,091,322	37,859	3.47%	376,031	363,703	12,327	3.39%
Sub-total	**6,645,513**	**6,636,253**	**9,260**	**0.14%**	**2,189,717**	**2,201,085**	**(11,368)**	**-0.52%**
Total-Civilian	**35,160,857**	**34,373,616**	**787,241**	**2.29%**	**11,931,705**	**11,661,678**	**270,027**	**2.32%**
USN	5,964,388	5,094,563	869,825	17.07%	2,005,616	1,666,234	339,381	20.37%
Grand Total	**41,125,245**	**39,468,179**	**1,657,066**	**4.20%**	**13,937,321**	**13,327,912**	**609,409**	**4.57%**
Oil Revenues								
Residential	21,403,809	34,581,392	(13,177,583)	-38.11%	7,082,037	11,892,952	(4,810,915)	-40.45%
Residential - Apt & Condo	312,559	515,851	(203,292)	-39.41%	102,042	179,223	(77,181)	-43.06%
Small General-Non-Demand	2,754,898	4,443,732	(1,688,834)	-38.00%	897,654	1,481,674	(584,020)	-39.42%
Small General-Demand	7,968,886	13,980,498	(6,011,613)	-43.00%	2,666,334	4,614,970	(1,948,636)	-42.22%
Large	9,950,014	15,656,477	(5,706,463)	-36.45%	3,368,340	5,449,658	(2,081,318)	-38.19%
Independent Power Producers	49,653	73,631	(23,979)	-32.57%	18,232	25,572	(7,340)	-28.70%
Private St. Lites	13,479	22,730	(9,251)	-40.70%	4,438	7,306	(2,869)	-39.26%
Sub-total	**42,453,297**	**69,274,312**	**(26,821,015)**	**-38.72%**	**14,139,077**	**23,651,355**	**(9,512,279)**	**-40.22%**
Government								
Small_Non Demand	456,684	708,586	(251,902)	-35.55%	149,995	214,431	(64,436)	-30.05%
Small-Demand	4,074,246	6,565,303	(2,491,057)	-37.94%	1,338,668	2,193,652	(854,985)	-38.98%
Large	2,127,479	3,898,867	(1,771,389)	-45.43%	697,460	1,289,742	(592,282)	-45.92%
Public St. Lites	222,986	367,351	(144,366)	-39.30%	72,828	122,453	(49,625)	-40.53%
Sub-total	**6,881,394**	**11,540,108**	**(4,658,714)**	**-40.37%**	**2,258,950**	**3,820,278**	**(1,561,328)**	**-40.87%**
Total-Civilian	**49,334,691**	**80,814,420**	**(31,479,729)**	**-38.95%**	**16,398,027**	**27,471,634**	**(11,073,606)**	**-40.31%**
USN	17,459,341	17,429,646	29,695	0.17%	6,722,217	5,793,733	928,484	16.03%
Grand Total	**66,794,033**	**98,244,066**	**(31,450,034)**	**-32.01%**	**23,120,245**	**33,265,367**	**(10,145,122)**	**-30.50%**
Grand Total								
Residential	34,556,305	47,299,356	(12,743,051)	-26.94%	11,448,858	16,254,791	(4,805,933)	-29.57%
Residential - Apt & Condo	488,024	685,986	(197,962)	-28.86%	158,937	238,067	(79,130)	-33.24%
Small General-Non-Demand	5,313,878	6,904,842	(1,590,964)	-23.04%	1,869,757	2,302,131	(432,374)	-18.78%
Small General-Demand	13,867,712	20,154,592	(6,286,880)	-31.19%	4,729,589	6,672,234	(1,942,644)	-29.12%
Large	16,585,781	21,781,850	(5,196,069)	-23.86%	5,618,141	7,582,678	(1,964,536)	-25.91%
Independent Power Producers	86,914	105,583	(18,669)	-17.68%	32,141	36,194	(4,053)	-11.20%
Private St. Lites	70,028	79,467	(9,438)	-11.88%	23,641	25,854	(2,213)	-8.56%
Sub-total	**70,968,641**	**97,011,675**	**(26,043,034)**	**-26.85%**	**23,881,065**	**33,111,948**	**(9,230,883)**	**-27.88%**
Government								
Small_Non Demand	922,405	1,141,920	(219,515)	-19.22%	303,730	348,521	(44,791)	-12.85%
Small-Demand	7,540,976	9,889,468	(2,348,492)	-23.75%	2,478,312	3,305,770	(827,458)	-25.03%
Large	3,711,361	5,686,300	(1,974,939)	-34.73%	1,217,766	1,880,916	(663,149)	-35.26%
Public St. Lites	1,352,166	1,458,673	(106,507)	-7.30%	448,859	486,156	(37,298)	-7.67%
Sub-total	**13,526,907**	**18,176,361**	**(4,649,454)**	**-25.58%**	**4,448,667**	**6,021,363**	**(1,572,696)**	**-26.12%**
Total-Civilian	**84,495,549**	**115,188,037**	**(30,692,488)**	**-26.65%**	**28,329,733**	**39,133,311**	**(10,803,579)**	**-27.61%**
USN	23,423,729	22,524,209	899,520	3.99%	8,727,833	7,459,968	1,267,865	17.00%
Grand Total	**107,919,278**	**137,712,245**	**(29,792,968)**	**-21.63%**	**37,057,566**	**46,593,279**	**(9,535,713)**	**-20.47%**


GPA - T and D Losses (MWH) With Renewables
For the Last 5 Years thru 12.31.25
-Moving 12 Months
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
5.47%
5.93%
5.78%
5.94%
6.25%
89,245
91,502
95,758
100,457
107,267
FY 22
FY 23
FY 24
FY 25
FY 26
T and D Losses (MWH)
T and D Losses (% to Net Gen.)


GPA - T and D Losses (MWH) Without Renewables and Aggreko
For the Last 5 Years thru 12.31.25 -Moving 12 Months
130,000
120,000
110,000
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
-
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
6.03%
6.90%
6.75%
7.25%
7.52%
89,245
91,502
95,758
100,457
107,267
T and D Losses (MWH)
T and D Losses (% to Net Generation)


GPA - Station Usage(MWH) With Renewables
For the Last 5 Years Thru 12.31.25
-Moving 12 Months
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
3.72%
3.49%
3.81%
3.80%
3.67%
63,158
55,840
65,549
66,681
65,399
FY 22
FY 23
FY 24
FY 25
FY 26
Station Use (MWH)
% to Gross Generation


GPA - Station Usage(MWH) Without Renewables and Aggreko
For the Last 5 Years Thru 12.31.25-Moving 12 Months
100,000
90,000
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
4.10%
4.04%
4.42%
4.59%
4.38%
63,158
55,840
65,549
66,681
65,399
FY 22
FY 23
FY 24
FY 25
FY 26
Station Use (MWH)
% to Gross Generation


GPA AR AGING REPORT
December 31, 2025
0-30 DAYS
31-60 DAYS
61-90 DAYS
91-120 DAYS
OVER 120 DAYS
$7,999,000.00
$6,999,000.00
$5,999,000.00
$4,999,000.00
$3,999,000.00
$2,999,000.00
$1,999,000.00
$999,000.00
$(1,000.00)
$ 6,912,259
$ 449,239
$ 3,832,071
$ 7,211,188
$ 22,576
32,141
$ (369)
$ 787,573
$ 3,300,889
$ 1,625,776
$ 453,366
Residential
Commercial G
Commercial J
Commercial P
Private St Lights
IPP
Suspense
Government S
Government K
Government L
Government St Lights

ACCOUNTS RECEIVABLE BY RATE - ACTIVE
AR AGING REPORT
AS OF December 31, 2025

GL ACCOUNT	RATE	TOTAL DUE	0-30 DAYS	31-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS
1000.142000.10	Residential - R	$ 6,001,259.31	4,924,702.93	959,901.72	83,075.63	7,275.92	26,303.11
1000.142000.11	Residential - PP	$ 751,957.50	(12.08)				751,969.58
1000.142000.17	Residential - D	$ 159,042.19	159,042.19				
1000.142000.12	Commercial G	$ 449,238.90	326,639.92	103,856.20	8,202.54	2,438.60	8,101.64
1000.142000.13	Commercial J	$ 3,832,071.35	3,313,028.16	271,837.12	55,059.10	24,989.90	167,157.07
1000.142000.14	Commercial P	$ 7,211,188.37	5,044,089.35	619,073.82	404,008.36	176,199.62	967,817.22
1000.142000.15	Private St Lights	$ 22,575.97	14,499.05	1,791.44	601.50	309.68	5,374.30
1000.142000.16	IPP	$ 32,141.35	32,141.35				
1000.142000.98	Suspense	$ (369.10)	(369.10)				
	TOTAL PRIVATE	**$ 18,459,105.84**	**$ 13,813,761.77**	**$ 1,956,460.30**	**$ 550,947.13**	**$ 211,213.72**	**$ 1,926,722.92**
1000.142000.19	Government S	$ 787,572.65	$ 468,651.84	$ 247,618.71	$ 71,302.10	$ -	$ -
1000.142000.20	Government K	$ 3,300,888.66	$ 2,313,390.56	$ 895,290.66	$ 92,189.44	$ 18.00	$ -
1000.142000.21	Government L	$ 1,625,776.11	$ 1,217,766.23	$ 408,009.88	$ -	$ -	$ -
1000.142000.22	Government St Lights	$ 453,365.61	$ 448,858.67	$ 4,461.19	$ 45.75	$ -	$ -
	TOTAL GOVERNMENT	**$ 6,167,603.03**	**$ 4,448,667.30**	**$ 1,555,380.44**	**$ 163,537.29**	**$ 18.00**	**$ -**
	GRAND TOTAL	**$ 24,626,708.87**	**$ 18,262,429.07**	**$ 3,511,840.74**	**$ 714,484.42**	**$ 211,231.72**	**$ 1,926,722.92**
					$ 22,488,754.23		
	Total Residential	$ 6,912,259.00	$ 5,083,733.04	$ 959,901.72	$ 83,075.63	$ 7,275.92	$ 778,272.69

CFO
FINANCIAL HIGHLIGHTS
December 2025

Residential average kWh & LEAC Rate

Avg kWh	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	957	938	940	831	761	915	951	1,028	1,048	1,025	940	896
FY2020	942	938	931	867	785	979	1,046	1,140	1,114	1,103	1,081	1,062
FY2021	1,064	1,083	1,062	1,117	939	1,094	1,046	1,186	1,215	1,114	1,032	1,038
FY2022	1,021	1,063	1,030	942	883	1,053	991	1,128	1,050	977	992	972
FY2023	928	979	956	882	818	917	946	805	661	958	960	985
FY2024	997	956	955	877	786	913	986	1,070	1,041	1,054	1,023	968
FY2025	934	952	989	947	844	957	1,026	1,115	994	964	1,002	945
FY2026	978	1,033	992									

LEAC Rate	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542	$0.1542
FY2020	$0.1542	$0.1542	$0.1542	$0.1542	$0.1345	$0.1345	$0.1100	$0.1100	$0.0868	$0.0868	$0.0868	$0.0868
FY2021	$0.0868	$0.0868	$0.0868	$0.0868	$0.1100	$0.1100	$0.1100	$0.1100	$0.1100	$0.1100	$0.1304	$0.1304
FY2022	$0.1508	$0.1508	$0.1715	$0.1715	$0.1808	$0.1808	$0.2095	$0.2095	$0.2095	$0.2516	$0.2516	$0.2960
FY2023	$0.2960	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.3186	$0.2311	$0.2311	$0.2311	$0.2311
FY2024	$0.2311	$0.2311	$0.2311	$0.2311	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620	$0.2620
FY2025	$0.2620	$0.2620	$0.2620	$0.2620	$0.2088	$0.2088	$0.2088	$0.2088	$0.2088	$0.2088	$0.1555	$0.1555
FY2026	$0.1555	$0.1555	$0.1555									

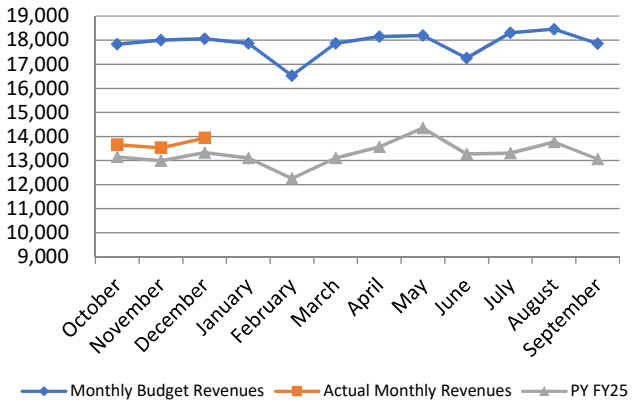
Hotel kWh & Occupancy Rate

MWh Hotels	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	11,310	11,253	11,079	10,690	9,541	10,044	11,215	11,326	10,590	12,026	10,739	10,976
FY2020	10,915	10,366	11,104	10,425	10,195	8,813	7,455	7,242	7,795	8,135	8,032	7,562
FY2021	7,596	7,893	8,100	7,467	6,753	7,385	7,895	7,714	8,073	8,411	8,480	8,117
FY2022	7,521	7,897	7,587	7,451	6,931	7,482	7,405	8,119	8,347	8,563	8,646	8,400
FY2023	8,376	8,483	8,737	8,385	8,042	8,447	8,417	7,517	6,456	8,692	9,184	8,531
FY2024	8,876	8,901	8,968	8,698	7,956	8,591	8,596	8,962	9,029	9,214	9,108	8,485
FY2025	8,787	8,820	9,147	8,868	8,077	8,731	8,684	9,053	8,926	9,155	9,211	8,829
FY2026	9,121	9,054	9,282									

Occupancy	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY2019	85.9	85.9	85.9	91.4	91.4	91.4	84.8	84.8	84.8	92.0	92.0	92.0
FY2020	89.9	89.9	89.9	73.7	73.7	73.7	34.7	34.7	34.7	27.1	27.1	27.1
FY2021	38.7	38.7	38.7	51.4	51.4	51.4	41.3	41.3	41.3	52.4	52.4	52.4
FY2022	45.9	45.9	45.9	56.0	56.0	56.0	54.0	54.0	54.0	66.8	66.8	66.8
FY2023	59.7	59.7	59.7	67.4	67.4	67.4	60.0	60.0	60.0	73.4	73.4	73.4
FY2024	62.3	62.3	62.3	62.3	62.3	62.3	66.1	66.1	66.1	62.5	62.5	62.5
FY2025	62.3	62.3	62.3	73.9	73.9	73.9	62.2	62.2	62.2	71.2	71.2	71.2

December 2025 Monthly Financial Highlights

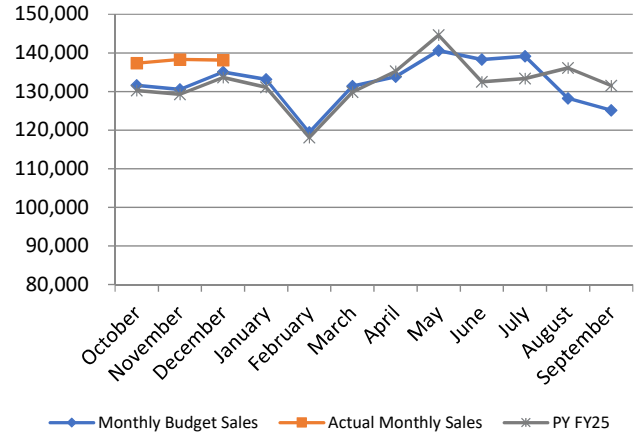
Base Rate Revenue (in '000)



Through December 31, 2025

	Monthly Budget Revenues	Actual Monthly Revenues	Variance		PY FY25	CY vs PY Variance	
October	17,837	$ 13,660	$ (4,177)	↓	$ 13,145	$ 515	↑
November	18,007	13,528	$ (4,479)	↓	12,996	$ 533	↑
December	18,063	13,937	$ (4,126)	↓	13,328	$ 609	↑
January	17,868				13,109		
February	16,528				12,252		
March	17,864				13,109		
April	18,146				13,569		
May	18,198				14,349		
June	17,262				13,271		
July	18,310				13,306		
August	18,461				13,769		
September	17,860				13,057		
Total	**$ 214,404**	**$ 41,125**	**$ (12,782)**		**$ 159,259**	**$ 1,657**	

MWH Sales (in MWh)

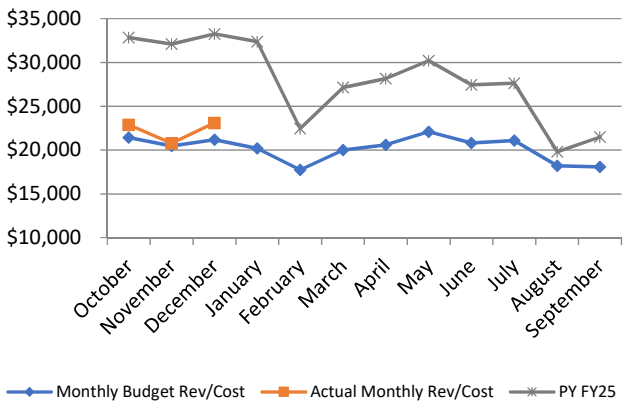


Through December 31, 2025

	Monthly Budget Sales	Actual Monthly Sales	Variance		PY FY25	CY vs PY Variance	
October	131,614	137,355	5,742	↑	130,233	7,122	↑
November	130,548	138,323	7,775	↑	129,256	9,068	↑
December	135,035	138,184	3,149	↑	133,670	4,514	↑
January	133,138				131,091		
February	119,405				118,096		
March	131,411				129,814		
April	133,848				135,249		
May	140,618				144,601		
June	138,311				132,528		
July	139,110				133,351		
August	128,234				136,083		
September	125,108				131,537		
Total	**1,586,379**	**413,862**	**16,666**		**1,585,508**	**20,704**	

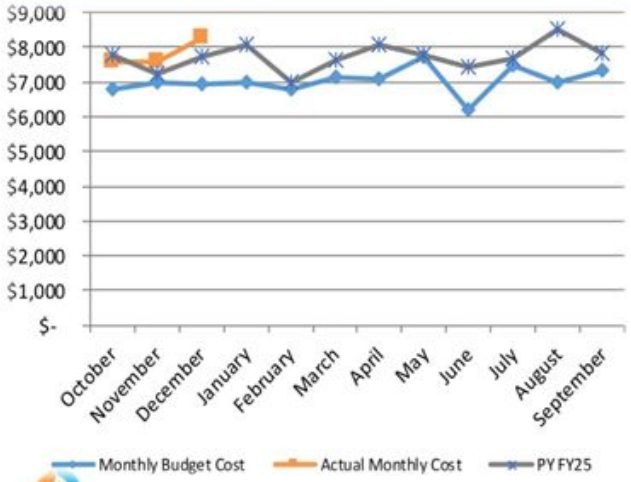
December 2025 Monthly Financial Highlights (Continued)

Fuel Revenues (in '000)



Through December 31, 2025							
	Monthly Budget Rev/Cost	Actual Monthly Rev/Cost	Variance		PY FY25	CY vs PY Variance	
October	$ 21,428	$ 22,891	1,463	↑	$ 32,867	(9,976)	↓
November	20,469	20,783	313	↑	32,112	(11,329)	↓
December	21,207	23,120	1,914	↑	33,265	(10,145)	↓
January	20,193				32,389		
February	17,738				22,472		
March	20,015				27,136		
April	20,596				28,167		
May	22,096				30,219		
June	20,824				27,455		
July	21,103				27,637		
August	18,221				19,816		
September	18,083				21,492		
Total	**$ 241,974**	**$ 66,794**	**$ 3,690**		**$ 335,028**	**$ (31,450)**	

O&M Costs (in '000)



Through December 31, 2025							
	Monthly Budget Cost	Actual Monthly Cost	Variance		PY FY25	CY vs PY Variance	
October	$ 6,780	7,573	(792)	↓	7,760	187	↑
November	6,976	7,564	(588)	↓	7,241	(323)	↓
December	6,928	8,243	(1,315)	↓	7,727	(516)	↓
January	6,963				8,057		
February	6,787				6,970		
March	7,148				7,620		
April	7,097				8,058		
May	7,724				7,773		
June	6,218				7,426		
July	7,462				7,680		
August	6,991				8,516		
September	7,318				7,811		
Total	**$ 84,394**	**$ 23,380**	**$ (2,695)**		**$ 92,639**	**$ (652)**	

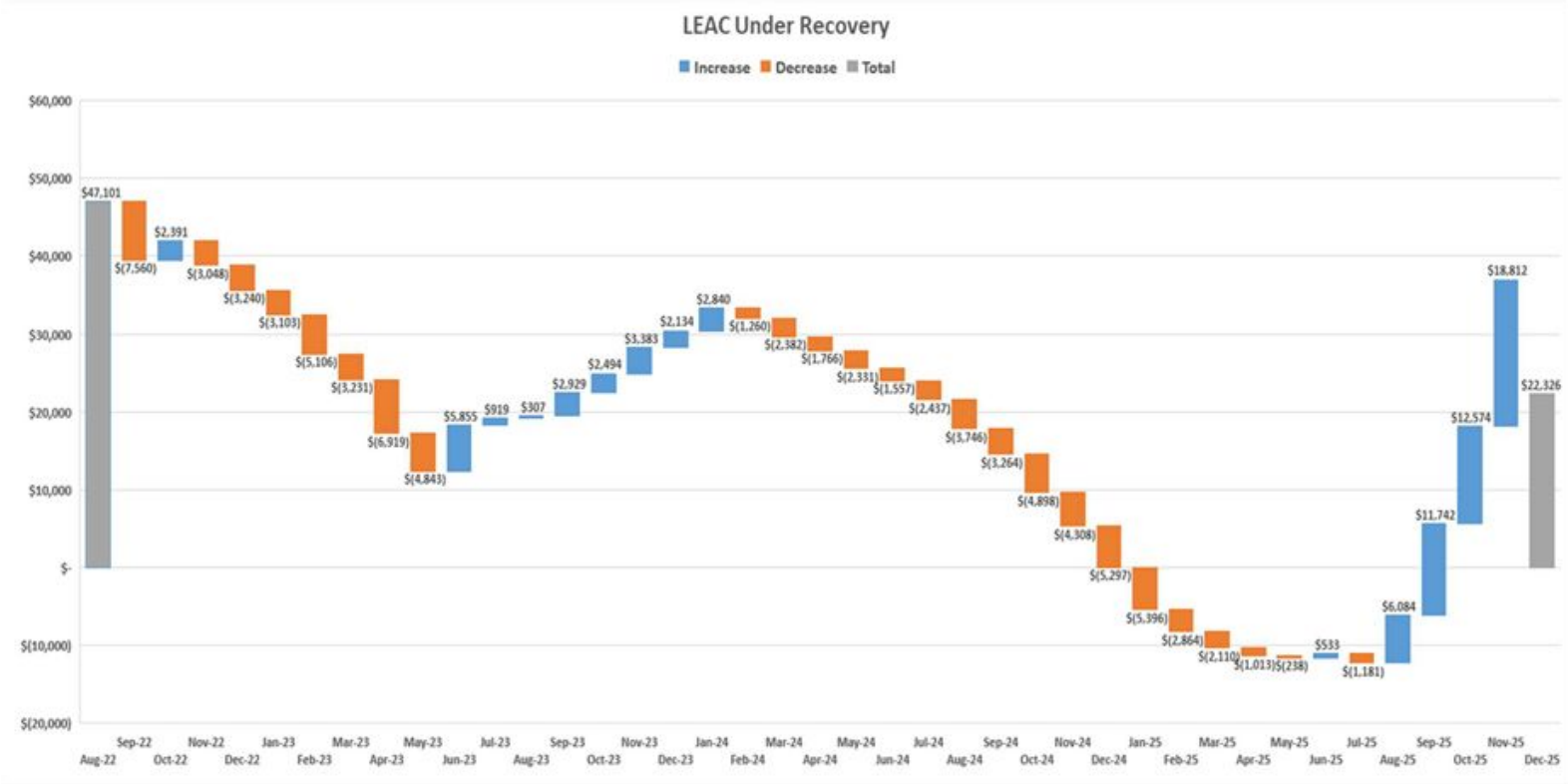
December 2025 Monthly Financial Highlights (Continued)

Through November 30, 2025													
	1Q2023	2Q2023	3Q2023	4Q2023	1Q2024	2Q2024	3Q2024	4Q2024	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026
Residential	45,370	45,417	45,453	44,968	45,642	45,759	45,879	45,953	45,924	45,901	45,903	45,809	45,837
Commercial	5,425	5,473	5,436	5,421	5,447	5,476	5,522	5,547	5,558	5,572	5,570	5,565	5,575
Government	1,088	1,108	1,112	1,106	1,105	1,102	1,109	1,120	1,136	1,135	1,138	1,139	1,142
Streetlights	1,167	1,167	1,165	1,159	1,149	1,145	1,144	1,135	1,126	1,121	1,126	1,144	1,142
Navy	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	**53,051**	**53,166**	**53,167**	**52,655**	**53,344**	**53,483**	**53,655**	**53,756**	**53,745**	**53,730**	**53,738**	**53,658**	**53,697**

Debt service coverage (DSC) calculation-indenture	2020	2021	2022	2023	2024	2025	2026
Senior lien coverage	1.42	1.54	1.71	1.29	1.43	1.52	1.52
Debt service coverage (DSC) calculation-IPP as O&M							
Senior lien coverage	1.23	1.49	1.71	1.29	1.43	1.52	1.52

December 2025 Monthly Financial Highlights (Continued)

(in '000)



Through December 31, 2025				
$000	LEAC Revenue	Fuel Cost	(Over)/Under Recover	Under Recovery Balance
October	$ 22,891	$ 23,798	$ 906	$ 12,574
November	$ 20,783	$ 27,020	$ 6,237	$ 18,812
December	$ 23,120	$ 26,635	$ 3,515	$ 22,326

December 2025 Credit Summary

Investment Grade Rating

	S&P Global	Moody's	FitchRatings
Rating	**BBB**	**Baa2**	**BBB**
Long-Term Outlook	**Stable**	**Stable**	**Stable**

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

Issues for Decision

GPA Resolution No. FY2026-08
RELATIVE TO APPROVAL TO INCREASE THE LIMIT
TO REPAIR AND OVERHAUL THE NAVY-OWNED OROTE POWERPLANT

What is the project's objective? Is it necessary and urgent?
The objective of this project is to overhaul Orote Power Plant and to return the power plant to service. Orote can deliver up to 15+MW to support the IWPS.

Where is the location?
Orote Power Plant on Naval Base Guam

How much will it cost?
With the $2.2M increase the total for Orote Power Plant Overhaul and Generator servicing will be: $4,642,596.18 (NAVFAC/CJRM funded). GPA is requesting for approval of up to $6,000,000 to cover any additional unforeseen change order work.

When will it be completed?
Estimated completion is June 2026.

What is its funding source?
This project is federally funded by NAVFAC/CJRM using the Intergovernmental Support Agreement (IGSA) that was renewed in 2023 for another 10 years.

The RFP/BID responses:
N/A

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

RESOLUTION NO. FY2026-08

RELATIVE TO APPROVAL TO INCREASE THE LIMIT TO REPAIR AND OVERHAUL THE NAVY-OWNED OROTE POWERPLANT

WHEREAS, Guam Power Authority (GPA) and Commander, Joint Region Marianas (CJRM), renewed the Inter-Governmental Support Agreement (IGSA) for another 10- year period in June 2023 for the purpose of providing each other with mutual assistance of electrical power goods and support services; and

WHEREAS, CJRM has requested GPA to assist with the repair and overhaul services for the Orote Power Plant located on Naval Base Guam (NBG); and

WHEREAS, the Orote Power Plant consists of three 6.8MW Wartsila diesel engines; and

WHEREAS, Navy has justified use of the original equipment manufacturer (OEM) to provide the repair and overhaul services and the diesel engines were recently assessed by Wartsila, the OEM; and

WHEREAS, GPA originally requested for approval of up to $3 million based on an initial estimate for all work related to the Orote Power Plant --which is a reimbursable cost to GPA under the IGSA from Navy that will not produce an increased revenue requirement and as such only notice need be provided to the Guam Public Utilities Commission under its contract review protocol; and

WHEREAS, the overhaul of Unit 2 of Orote was completed and the unit was commissioned; however, the insulation on the Unit 2 generator was worn, and indicated a low Ohm value, causing the generator to burn. Unit 2 now requires at least $1,450,000 to repair offsite; and

WHEREAS, to prevent Unit 1 and Unit 3 Generators from also burning and incurring similar damages, the OEM recommends the cleaning and servicing (generator rewinding) in addition to the overhaul of each unit. This is estimated to cost $450,000 for both Unit 1 and Unit 3; and

WHEREAS, the total increase to complete the repair and overhaul of the Orote Power Plant is estimated to be almost $2,200,000 more than planned, which includes a 10% contingency and additional costs added. And the estimated project total, with this additional estimated costs, is $4,642,596.18; and

WHEREAS, the Navy has requested to expedite this service to ensure power supply to the Naval Base Guam at all times, especially after typhoons.

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

1. GPA is approved to increase the $3,000,000 contract with Wartsila to up to $6,000,000, to provide repair and overhaul services on the Orote Power Plant, with costs reimbursed by Navy under the IGSA.
2. GPA shall notify the PUC of the contract as required by the contract review protocol.

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

DULY AND REGULARLY ADOPTED AND APPROVED THIS 27th DAY OF January, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

//

//

I, Melvin F. Duenas, Secretary for the Consolidated Commission on Utilities (CCU), as evidenced by my signature above do certify as follows:

The foregoing is a full, true, and accurate copy of the resolution duly adopted at a regular meeting of the members of 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: _____

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

Issues for Decision
Resolution No. FY2026-10:

RELATIVE TO THE AUTHORIZATION OF DEMAND SIDE MANAGEMENT (DSM) FUNDS FOR APPROVED ENERGY SENSE PROGRAMS AND SUPPORTING INFRASTRUCTURE

What is the project's objective? Is it necessary and urgent?
These initiatives collectively strengthen GPA's Demand Side Management (DSM) program by addressing immediate energy efficiency, peak demand reduction, and emerging load growth challenges while supporting system reliability and customer affordability. The requested DSM expanded initiatives are broken down by task and include targeted pilot programs, supporting software and analytical tools, required reporting, and equipment needed to implement, evaluate, and scale DSM activities. Together, these initiatives enable GPA to deliver measurable energy and demand savings and to manage new loads such as electric vehicles in alignment with long-term resource and grid planning goals.

These initiatives are both necessary and time-sensitive. Load growth from EV adoption, increasing system costs, and the need for decision-making require near-term action to avoid higher future capital and operational costs. The pilot programs, software renewals, and reporting analysis are foundational to maintaining continuity of existing DSM programs while enabling new initiatives to proceed without delay. As GPA's grid evolves with increased penetration of inverter-based technologies, GPA must respond with timely demand side management and improved data-driven programs to maintain system reliability, manage variability, and avoid higher future system costs and rate impacts.

Where is the location?
Guam Power Authority service territory

How much will it cost?
Table 1 below summarizes the estimated costs associated with the proposed expanded DSM initiatives for CY 2026 and CY 2027. The requested DSM expanded initiatives are broken down by task and category, including pilot programs, professional development, software and subscriptions, equipment, reporting and analysis.

Table 1 – DSM Additional Budget

		CY 2026	CY 2027
1. Pilot Programs			
1.1	EV Managed Charging Services Pilot	$255,000	$1,500
1.2	Hot Water Heater Controller 100 unit Pilot	$28,000	$5,000
1.3	Home Area Network Devices (HAN)	$195,000	$83,500
2. Software & Subscriptions			
2.1	New Online Home Energy Assessment Tool (MEX)		$195,000
2.2	Commercial LED Expansion & Automation of Rebate Applications	$60,000	
2.3	Electrical Transient Analyzer Program License Renewal (ETAP)	$50,000	$50,000
2.4	PV Design and Calculation Annual Software	$1,000	$1,000
2.5	Membership Subscription for Commercial Lighting QPL (DLC)	$500	$500
2.6	Generation expansion planning software (Hitachi) to evaluate current and proposed DSM programs	$162,000	$135,000
3	Equipment		

3.1	Home Energy Audit Tools	$15,000	$15,000
4	Reporting & Analysis		
4.1	LEAC DSM Savings report	$20,000	$20,000
	Total	**$786,500**	**$506,500**

When will it be completed?
The initiatives are funded over a two-year period, covering CY 2026 and CY 2027. Many of the DSM programs and supporting activities reflected in the budget are ongoing in nature and are intended to operate in perpetuity, with the two-year period representing an implementation and expansion phase rather than a defined end date. Annual review, performance evaluation, and future budget approvals will determine continuation, scaling, or modification of individual initiatives.

What is its funding source?
DSM Funds

The RFP/BID responses:
GPA-RFP-24-003: Water Heater Controller Pilot
GPA-RFP-24-007: Electric Vehicle Managed Charging Services
GPA-019-25: Electrical Transient Analyzer Program License Renewal (ETAP)
GPA-RFP-22-004: Generation expansion planning software to evaluate current and proposed DSM programs
GPA-RFQ-40627: Home Energy Audit Tools

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

1

GPA RESOLUTION NO.: FY2026-10

RELATIVE TO THE AUTHORIZATION OF DEMAND SIDE MANAGEMENT (DSM) FUNDS FOR APPROVED ENERGY SENSE PROGRAMS AND SUPPORTING INFRASTRUCTURE

WHEREAS, Demand Side Management (DSM) is an established utility planning framework recognized by the U.S. Department of Energy, the Federal Energy Regulatory Commission (FERC), and leading industry organizations such as Electric Power Research Institute (EPRI) and the American Council for an Energy-Efficient Economy (ACEEE) as a comprehensive portfolio of programs designed to reduce or shift customer demand, improve system reliability, and defer costly new generation investments; and

WHEREAS, DSM is not limited to rebates for end-use equipment, but includes a wide range of modern grid-supportive strategies such as demand response, managed EV charging, time-of-use rates, electrification planning, load shifting, energy audits, customer engagement tools, peak-demand mitigation technologies, and deployment of measurement and verification (M&V) systems that allow utilities to quantify and forecast load impacts; and

WHEREAS, in GPA Docket 13-14, the Public Utilities Commission (PUC) approved GPA's expansion of its Demand Side Management Program to include ten additional energy efficiency and demand reduction initiatives such as energy audits, high-efficiency HVAC systems, commercial energy management systems, efficient lighting, water heating improvements, smart inverters, and an ESS pilot program, recognizing that these measures provide energy savings and reduce future generation needs; and

WHEREAS, in GPA Docket 20-05, the PUC authorized GPA to fund its DSM Program through the Levelized Energy Adjustment Clause (LEAC) at $1.5 million per six-month period, required DSM funds to be held in a separate Energy Sense account, and limited the use of these funds to approved DSM rebate programs and marketing activities; and

WHEREAS, as of the end of Calendar Year 2025, the Guam Power Authority (GPA) has collected a total of $13.8 million in LEAC revenues deposited into the Energy Sense Account, of which $12 million has been expended primarily through the Residential Rebate Program, resulting in an existing account balance of $1.8 million; and

WHEREAS, the *Guam Power Authority Demand Side Management Review* prepared by Utility Financial Solutions, LLC (UFS), dated February 4, 2024, calculates that GPA's DSM programs produced an estimated total island-wide value of approximately $53 million during the period from June 1, 2020 through July 31, 2023, based on customer bill savings and projected future GPA capital savings resulting from reduced energy consumption and peak demand; and

WHEREAS, Guam's electric system is rapidly transitioning to higher levels of inverter-based resources, renewable generation, and increased electrification, and traditional DSM measures focused only on energy-efficient appliances and basic demand reduction are no longer sufficient to meet emerging grid needs; GPA must therefore invest in a broader and more robust DSM portfolio that includes load shifting, controllable demand, improved forecasting of renewable generation, managed EV charging, and analytical tools that shape and control energy consumption; and

WHEREAS, the current rebate-centric limitations described in GPA Docket 20-05 do not reflect the full scope of modern DSM practices required to support a stable, resilient, and affordable grid; and

WHEREAS, GPA is requesting authorization from the Consolidated Commission on Utilities (CCU) to expand the DSM program initiatives and to petition the Guam Public Utilities Commission to utilize DSM funds through LEAC for the DSM projects listed in the attachment, which support the implementation, administration, measurement, and expansion of GPA's approved Demand Side Management offerings;

NOW, THEREFORE, BE IT RESOLVED, the Consolidated Commission on Utilities, as the Governing Body of the Guam Power Authority, does hereby approve and authorize the following:

1. The Consolidated Commission on Utilities authorizes the Guam Power Authority to

expand the approved DSM initiatives and to petition the Guam Public Utilities Commission for approval to fund these initiatives through DSM Funds held in the Energy Sense Account.

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

DULY AND REGULARLY ADOPTED, this 27th day of January 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, **Melvin Duenas**, Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

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

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Attachment A: DSM Additional Budget

Attachment A - DSM Additional Budget

		CY 2026	CY 2027	Justification
1	Pilot Programs			
1.1	EV Managed Charging Services Pilot	$ 255,000	$ 1,500	The Electric Vehicle Managed Charging Services (EVMCS) pilot directly supports GPA's objectives to reduce peak demand, shift customer load to periods of higher renewable generation, and improve overall system reliability.EV charging represents one of the fastest-growing new loads on the grid, and unmanaged charging typically occurs during evening peak hours when system demand is highest. The EVMCS pilot introduces a DSM framework for direct load control, allowing GPA to modulate EV charging demand in real time and prevent sudden load spikes that would otherwise strain generation resources or accelerate the need for capacity additions. Guided by Pacific Northwest National Laboratory, this pilot enables GPA to test time-of-use pricing strategies that incentivize customers to shift EV charging to solar hours when renewable generation is abundant and marginal fuel costs are lowest. This directly aligns with the 2022 Integrated Resource Plan, which identifies managed electrification and flexible demand as essential tools for integrating inverter-based renewable resources. By shaping EV charging behavior, the program reduces evening peak load, improves system load factor, and enhances the utilization of daytime solar generation. These capabilities are consistent with the DSM requirements referenced in PUC Dockets 13-14, 20-05, and 22-08, which emphasize reducing fuel use, avoiding new capacity, and implementing best practices such as managed EV charging.
1.2	Hot Water Heater Controller 100 unit Pilot (Aquanta)	$ 28,000	$ 5,000	Water heater controllers reduce peak demand by shifting electric water heating to off-peak hours. The pilot supports DSM by validating the effectiveness of demand response technologies that can be scaled to residential and commercial customers.(Reference: GPA Docket 13-14, 9.H.)
1.3	Home Area Network Devices (HAN)	$ 195,000	$ 83,500	HAN devices provide real-time energy data to customers and support DSM behavioral programs by enabling load visibility, customer alerts, peak-time notifications, and integration with future demand response initiatives
2	Software & Subscriptions			
2.1	New Online Home Energy Assessment Tool (MEX)		$ 195,000	The MEX platform is being procured as a new service to continue providing the same online home energy assessment capabilities previously offered by GPA, ensuring uninterrupted delivery of DSM's digital audit services and continued support for customers participating in GPA's efficiency and rebate programs. (Reference: GPA Docket 13-14, 9.A.)
2.2	Commercial LED Expansion & Automation of Rebate Applications	$ 60,000		This supports DSM's commercial lighting rebate program by improving online application processing, enabling automated verification, and reducing administrative delays. Faster processing increases customer adoption of LED retrofits, lowering island-wide lighting loads and reducing peak demand. Digitizing all rebate application processes, including updates to the online rebate portal to allow access for all GPA rate schedules, including residential, commercial, government, and pre-paid customers.
2.3	Electrical Transient Analyzer Program License Renewal (ETAP)	$ 50,000	$ 50,000	ETAP serves as a critical analytical platform supporting GPA's Demand Side Management (DSM) and grid modernization initiatives. The software enables GPA to simulate the impacts of various DSM measures on the grid, including managed electric vehicle (EV) charging, distributed customer battery energy storage, thermal energy storage, and load-shifting strategies. In addition, ETAP provides valuable engineering insights that directly support Time-of-Use (TOU) analysis and rate design.
2.4	PV Design and Calculation Annual Software (Pvsyst)	$ 1,000	$ 1,000	PvSyst is required for DSM to evaluate existing and future Renewable Energy Purchase Agreement (PV system) performance, validate solar production estimates and ensure accurate forecasting. This directly informs DSM planning, grid alignment, and benefit-cost analysis. PvSyst modeling will also support future DSM applications such as Time-of-Use tariff development and evaluating energy-arbitrage opportunities.
2.5	Membership Subscription for Commercial Lighting QPL (DLC)	$ 500	$ 500	The DesignLights Consortium database is essential for DSM's commercial lighting program to ensure all incentivized products meet high efficiency and quality standards. The Qualified Products List is also critical for developing and validating the online rebate application portal.(Reference: GPA Docket 13-14, 9.G.)
2.6	Generation expansion planning software (Hitachi) to evaluate current and proposed DSM programs	$ 162,000	$ 135,000	The software is required to evaluate current and proposed DSM programs as part of the capacity expansion planning analyses integral to GPA's Integrated Resource Plan. Allows optimization of DSM versus supply-side resources. Enables GPA to model existing and future Energy Sense Rebate Programs in the software
3	Equipment			
3.1	Home Energy Audit Tools	$ 15,000	$ 15,000	GPA is expanding its roster of Qualified Energy Auditors to include Certified Energy Auditors and Certified Energy Managers capable of performing ASHRAE-level audits, and the purchase of professional audit tools ensures these auditors are fully equipped to conduct residential and commercial assessments, quantify savings, and verify DSM measures. Having the tools in place allows GPA to deliver these audit services immediately to our customer base and maintain strong M&V and program credibility. (Reference: GPA Docket 13-14, 9.A.)
4	Reporting & Analysis			
4.1	LEAC DSM Savings report (UFS)	$ 20,000	$ 20,000	This report provides third-party, impartial verification of DSM savings for inclusion in the LEAC calculation, ensuring that DSM program impacts are accurately and objectively reflected in GPA's regulatory filings.
	Total	**$ 786,500**	**$ 506,500**	

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

Issues for Decision

Resolution No. 2026-11:

Relative to Authorizing the Management of Guam Power Authority for a price adjustment of the remainder of third year (3rd year) base period and two (2) year extension Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility with Supreme.

What is the project's objective? Is it necessary and urgent?
The third (3rd) of the 3-year base contract with Supreme for the Management, Operation, and Maintenance of the GPA Fuel Bulk Storage Facility under GPA-015-22 is set to expire on September 30, 2026.
GPA negotiated and mutually agreed for a one (2) year extension of the existing contract with Supreme commencing in October 1, 2026. The objective is to ensure uninterrupted, reliable operation of the facility for the supply of fuel to the GPA plants, especially with the transition of 24/7 fuel supply to Ukudu.

Where is the location?
GPA Bulk Fuel Storage Facility.

How much will it cost?
The remainder of third year (3rd year) price adjustment and two (2) year contract extension is estimated to cost about $3,277,206 for the required services under the contract (Exhibit A).

When will it be completed?
The contract extension shall be for a period of two (2) years, commencing in October 1, 2026 and will expire in September 30, 2028.

What is its funding source?
The contract fees for the Management, Operation, and Maintenance of the facility will be funded under the fuel budget.

The RFP/BID responses:
Supreme Group Guam LLC has been awarded the existing contract through a multi-step IFB process.

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

GPA Resolution No. FY2026-11

AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR THE EXTENSION OF THE EXISTING CONTRACT FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE GUAM POWER AUTHORITY'S FUEL BULK STORAGE FACILITY WITH SUPREME GROUP GUAM, LLC.

WHEREAS, the Guam Power Authority (GPA) entered into a three-year contract with Supreme Group Guam, LLC (SUPREME) under GPA-015-22 for the management, operation, and maintenance of the GPA Fuel Bulk Storage Facility, which expires on September 30, 2026; and

WHEREAS, the contract includes provisions for up to two (2) optional one-year extensions; and

WHEREAS, GPA and SUPREME have mutually agreed to exercise the two-year extension option and to implement corresponding price adjustments to address increased manpower and utility costs associated with the extension of daily refueling operations from twelve (12) hours to twenty-four (24) hours; and

WHEREAS, the detailed contract pricing, adjustments, and total aggregate cost for the three-year base period and two-year extension period are reflected in **Exhibit A**, incorporated herein by reference; and

WHEREAS, the aggregate total contract value for the three-year base period and the two-year extension period shall be increased by $3,017,206.00, from $2,728,319.00 to $5,745,525.00.; and

WHEREAS, GPA has determined that the overall fee increase for the three-year base period and two-year extension period is reasonable and necessary; and

WHEREAS, GPA seeks approval to proceed with the two-year extension and associated contract amendments, subject to review and approval by the Guam Public Utilities Commission.

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

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

1. The Guam Power Authority is hereby authorized to seek approval from the PUC to execute an agreement with Supreme for a two (2) year extension of the contract for the Management, Operation, and Maintenance of the GPA Fuel Bulk Storage Facility commencing in October 01, 2026 and terminating in September 30, 2028.

2. The General Manager of the Guam Power Authority is hereby authorized, subject to approval by the Public Utilities Commission, to increase the total contract value to an aggregate amount of $5,745,525.00, consisting of $2,728,319.00 for the three-year base period and $3,017,206.00 for the two-year extension, and to execute all agreements and documents necessary to effectuate the contract extension with **SUPREME**.

DULY AND REGULARLY ADOPTED at Mangilao, Guam, this 27th day of January 2026.

Certified by:

_____
Francis E. Santos
CHAIRPERSON

Attested by:

_____
Melvin F. Duenas
SECRETARY

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

SECRETARY'S CERTIFICATE

I, Melvin F. Duenas, Secretary for the Consolidated Commission on Utilities, as evidenced by my signature above, do hereby certify:

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 members who were present voted as follows:

_____ AYES

_____ NAYS

_____ ABSTENTIONS

_____ ABSENT

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

EXHIBIT A- SUPREME PRICE PROPOSAL ADJUSTMENT

		CONTRACT ITEMS (BREAKDOWN)	SUPREME ORIGINAL BID PRICE					SUPREME PROPOSED PRICE ADJUSTMENT				
			Contract Year		Contract Year	OPTIONAL Contract Years		Contract Year		Contract Year	OPTIONAL Contract Extn Years	
			1	2	3	1	2	1	2	3	1	2
			10/01/23-09/30/24	10/01/24-09/30/25	10/01/25-09/30/26	10/01/26-09/30/27	10/01/27-09/30/28	10/01/23-09/30/24	10/01/24-09/30/25	10/01/25-09/30/26	10/01/26-09/30/27	10/01/27-09/30/28
						2	2				2	2
MANDATORY	1	Management and Administration Fees (Include all expenses for: staffing; office maintenance; utilities; transportation; communications; management fees and administration fees)	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282
		Amendment 1 (monthly fee commenced effective September 1, 2025): Additional manpower for 24 hours, 7 days a week Operations (for the remainder of the 3-year base period)	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ 180,000	$ -	$ -
		Amendment 2 (monthly fee to commence effective October 1, 2026): Additional manpower for 24 hours, 7 days a week Operations (for the extension years)									$ 180,000	$ 180,000
		Amendment 2 (Monthly fee to commence 1month after the PUC Approval): Additional Utilities Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,888	$ 52,888	$ 52,888
		Sub-total	$ 510,943	$ 514,340	$ 566,733	$ 586,882	$ 597,282	$ 510,943	$ 529,340	$ 799,621	$ 819,770	$ 830,170
	2	Security Contractor	$ 185,000	$ 194,250	$ 200,078	$ 206,080	$ 212,262	$ 185,000	$ 194,250	$ 200,078	$ 206,080	$ 212,262
	3	Spill Response Company Membership Fees	$ 38,500	$ 40,425	$ 42,446	$ 44,569	$ 46,797	$ 38,500	$ 40,425	$ 42,446	$ 44,569	$ 46,797
	4	Insurance Fees (Volume I - 5.41)	$ 23,858	$ 25,050	$ 25,802	$ 26,576	$ 27,373	$ 23,858	$ 25,050	$ 25,802	$ 26,576	$ 27,373
	5	Inventory - Environmental / Oil Spill Equipment	$ 2,004	$ 2,105	$ 2,168	$ 2,233	$ 2,300	$ 2,004	$ 2,105	$ 2,168	$ 2,233	$ 2,300
	6	Operation and Maintenance Budget (REQUIRED) *PLEASE EXPAND AND PROVIDE INFORMATION IN "O&M Budget (Required)" tabworksheet.*						$ 113,242	$ 118,904	$ 213,390	$ 126,145	$ 129,930
		Amendment 2 (Effective October 1, 2026):						$ -	$ -	$ -	$ 101,371	$ 102,823
			$ 113,242	$ 118,904	$ 122,471	$ 126,145	$ 129,930	$ 113,242	$ 118,904	$ 213,390	$ 227,516	$ 232,753
		TOTAL ANNUAL CONTRACT PRICE (Contract Items 1 thru 6)	$ 873,547	$ 895,074	$ 959,698	$ 992,485	$ 1,015,944	$ 873,547	$ 910,074	$ 1,283,505	$ 1,326,744	$ 1,351,655
		CUMULATIVE TOTAL (Contract Items 1 thru 6)	$ 873,547	$ 1,768,621	$ 2,728,319	$ 3,720,804	$ 4,736,748	$ 873,547	$ 1,783,621	$ 3,067,126	$ 4,393,870	$ 5,745,525
		Cumulative Variance						$ -	$ 15,000	$ 338,807	$ 673,066	$ 1,008,777
		Variance						0.0%	0.8%	12.4%	18.1%	21.3%

Summary	Contract Year 1	Contract Year 2	Contract Year 3	OPTIONAL: CONTRACT YEAR 1	OPTIONAL: CONTRACT YEAR 2	Total
Original Bid Price	$ 873,547	$ 895,074	$ 959,698			$2,728,319
Adjusted Price	$ 873,547	$ 910,074	$ 1,283,505	$ 1,326,744	$ 1,351,655	**$5,745,525**
Difference (Due to additional manpower to support 24/7 operations, increased utility costs, and increased O&M for the new Ukudu pipeline)	**$ -**	**$ 15,000**	**$ 323,807**	**$ 1,326,744**	**$ 1,351,655**	**$3,017,206**

1

GUAM CCU

GUAM WATERWORKS AUTHORITY

Presentation To:

Consolidated Commission on Utilities

CCU Regular Board Meeting
January 27, 2026

1

Management Report
CCU Regular Board Meeting
January 27, 2026



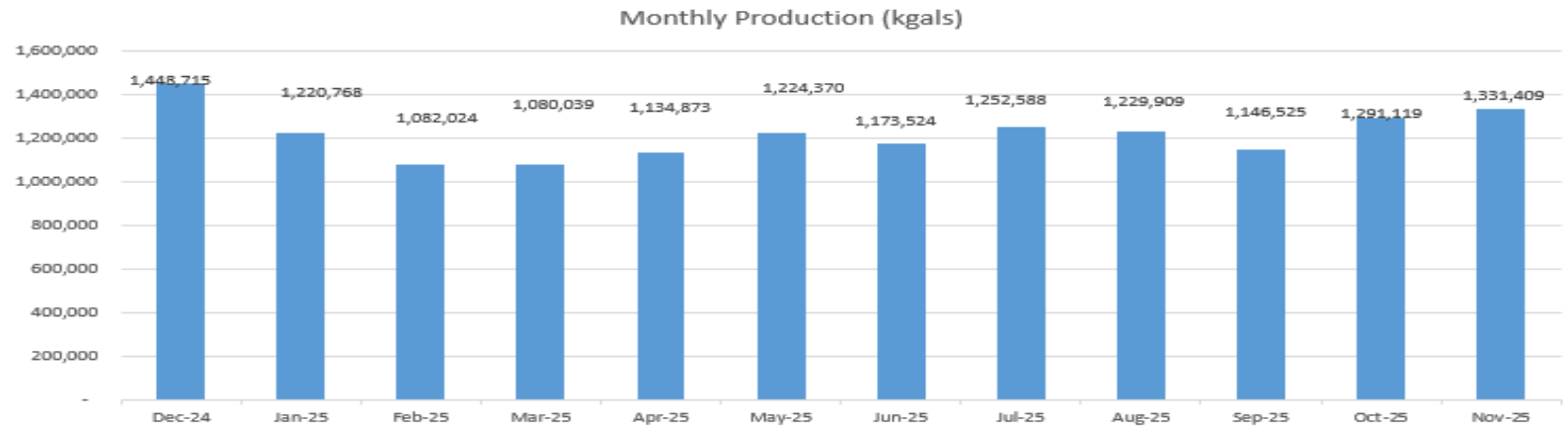
GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (November 2025)

Monthly Production Summary - NOVEMBER 2025				
Deepwells	**Amount**		**41.44**	**MGD**
Active Wells	97	out of 120		
Average days in o	30	Days		
Total Production	1,243,289	Kgals		
Springs			**0.58**	**MGD**
Average Days in C	30	Days		
Total Production	17,456	Kgals		
Ugum Surface Water Plant			**2**	**MGD**
Average Days in C	30	Days		
Total Production	45,379	Kgals		
Tumon Maui Well			**0.84**	**MGD**
Average Days in C	30	Days		
Total Production	25,285	Kgals		
	1,331,409	**Kgals**	**44**	**MGD**

Deepwell Status as of 11/30/2025		
Status Types	**Count**	**Remarks**
Active	97	
Grounded motor, Secured for Corrective Maintenance	9	A26,D01,D03B,D08,F10,M05,M12,Y03,Y16,
Out of commissio	9	A02,A07,A28,D05, D13,M01,M14,MJ01,
Secured - PFOs	2	A23,A25
Stand by	3	A29, M04, D17B
Total	**120**	



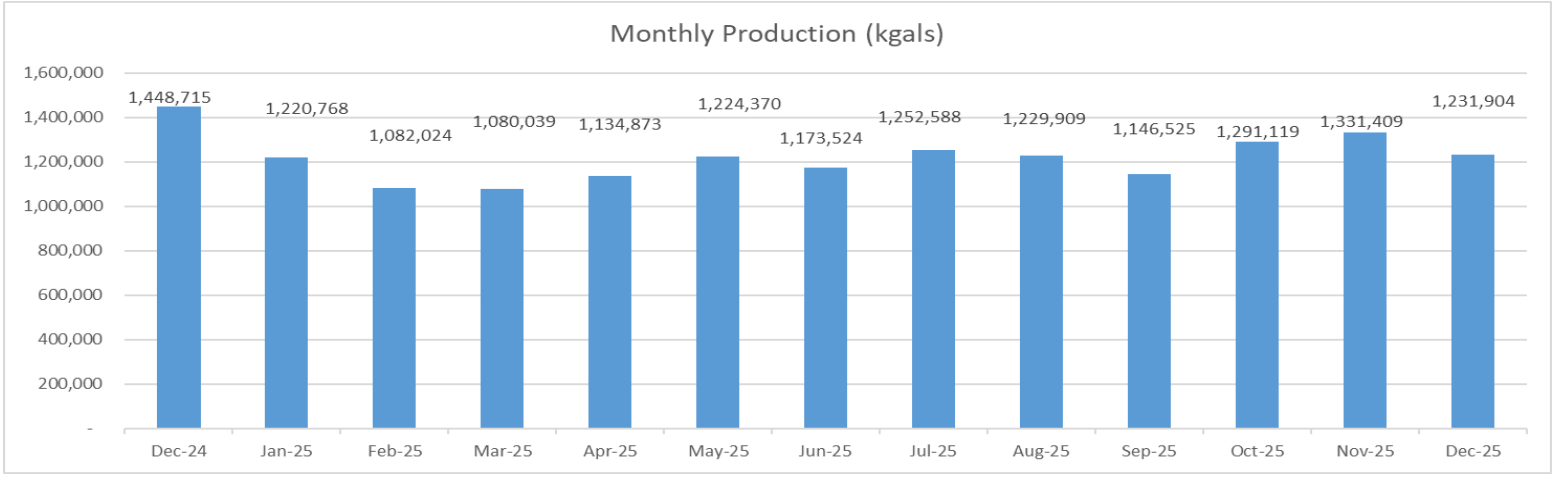
GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (December 2025)

Monthly Production Summary - DECEMBER 2025				
Deepwells	**Amount**		**38.0**	**MGD**
Active Wells	99	out of 120		
Average days in operation	31	Days		
Total Production	1,139,146	Kgals		
Springs			**0.60**	**MGD**
Average Days in Operation	31	Days		
Total Production	18,038	Kgals		
Ugum Surface Water Plant			**2**	**MGD**
Average Days in Operation	31	Days		
Total Production	45,858	Kgals		
Tumon Maui Well			**0.96**	**MGD**
Average Days in Operation	31	Days		
Total Production	28,862	Kgals		
	1,231,904	**Kgals**	**41**	**MGD**

Deepwell Status as of 12/31/2025		
Status Types	**Count**	**Remarks**
Active	99	
Grounded motor, Secured for Corrective Maintenance	7	A26,D01,D03B,D08,M05,Y03,Y16
Out of commission	9	A02,A07,A28,D05,D13,M01,M14,MJ01,MJ05
Secured - PFOs	2	A23,A25
Stand by	3	A29,M04,D17B
Total	**120**	





GUAM WATERWORKS AUTHORITY

Tumon Maui Well Production (November 2025)



GUAM WATERWORKS AUTHORITY

Tumon Maui Well Production (December 2025)



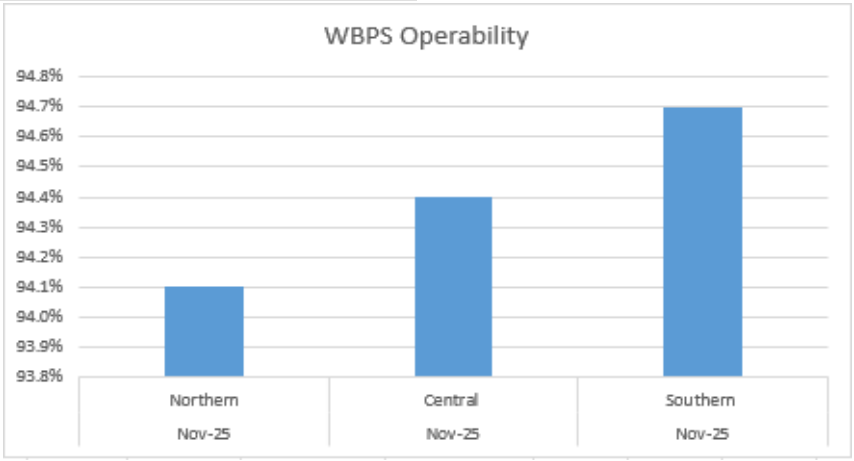


GUAM WATERWORKS AUTHORITY

Water Distribution (November 2025)

Monthly Distribution Summary - November 2025					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	14	34	32	94.1%
	Central	8	18	17	94.4%
	Southern	8	19	18	94.7%
		30	71	67	94.4%





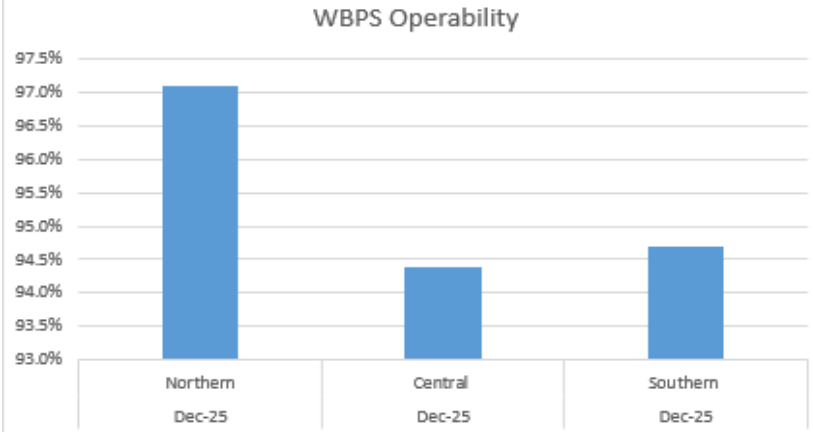


GUAM WATERWORKS AUTHORITY

Water Distribution (December 2025)

Monthly Distribution Summary - December 2025					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	14	34	33	97.1%
	Central	8	18	17	94.4%
	Southern	8	19	18	94.7%
		30	71	68	95.8%

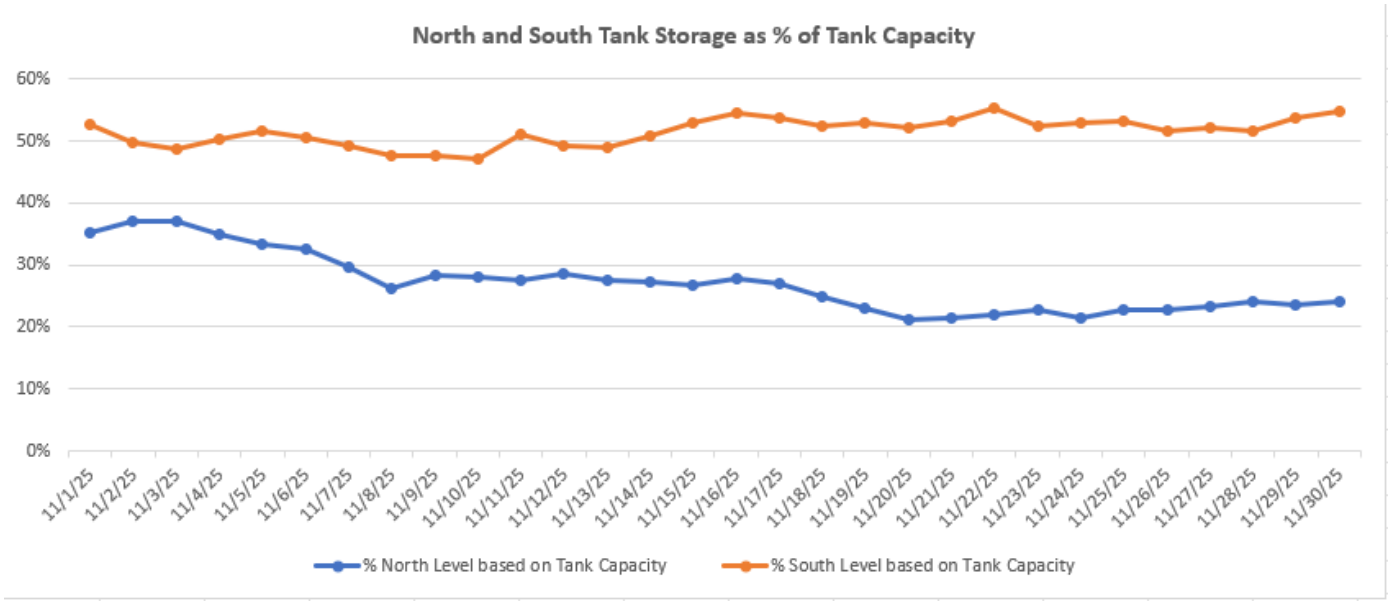






GUAM WATERWORKS AUTHORITY

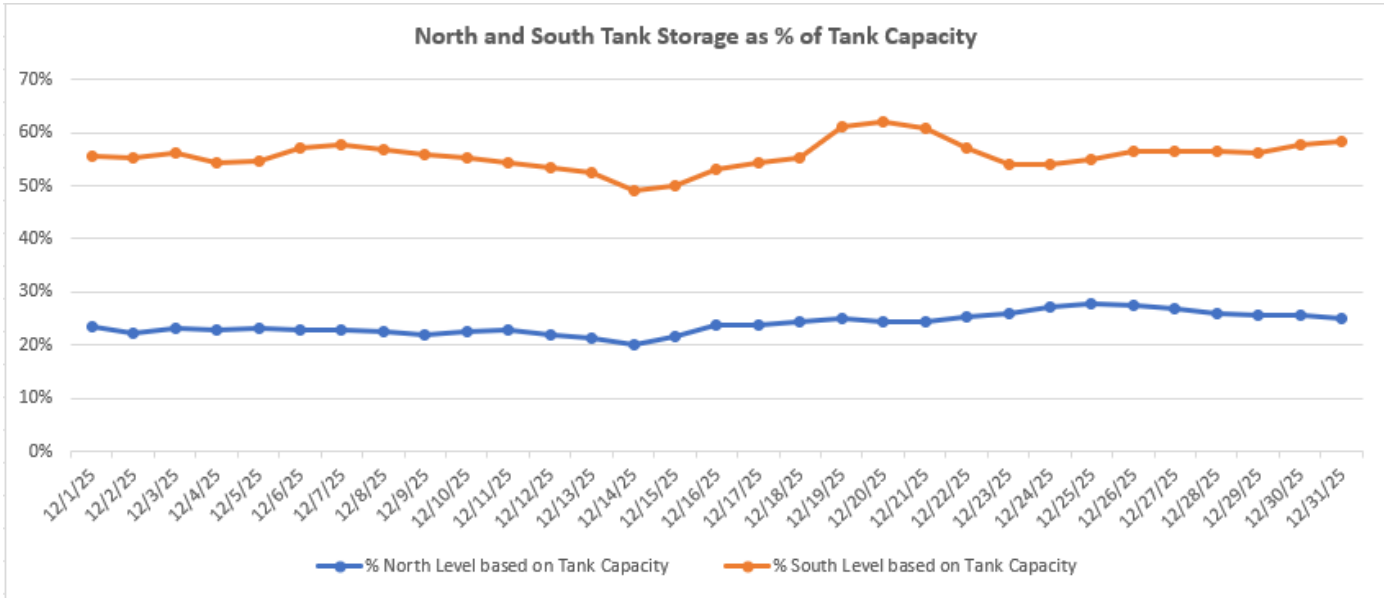
Water Distribution – Tank Levels (November 2025)





GUAM WATERWORKS AUTHORITY

Water Distribution – Tank Levels (December 2025)

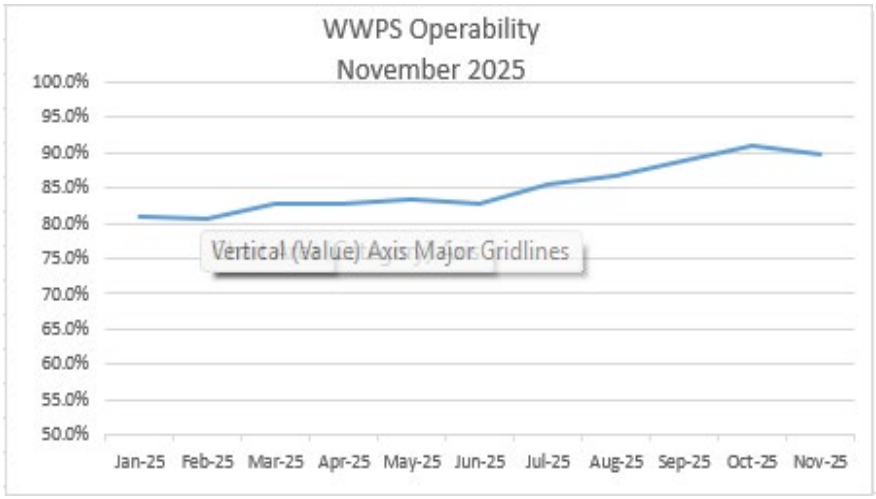


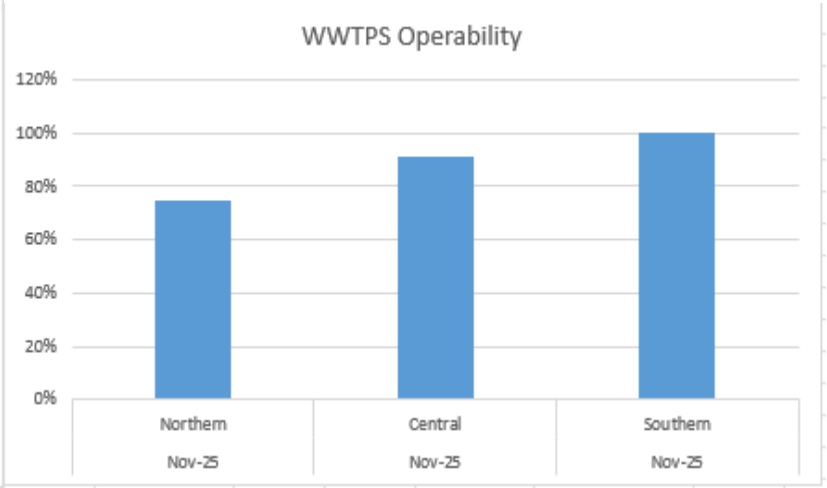


GUAM WATERWORKS AUTHORITY

Wastewater Collections (November 2025)

Monthly Collections Summary - November 2025					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	39	75.0%
	Central	30	66	60	90.9%
	Southern	32	68	68	100.0%
		84	186	167	89.8%



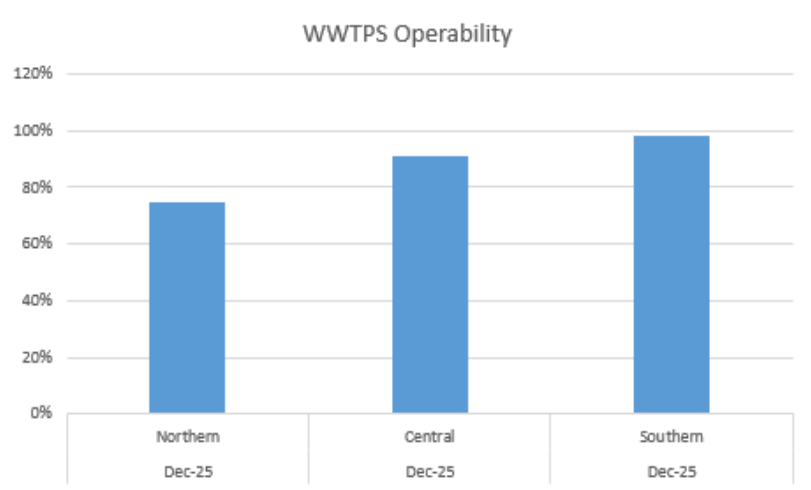


GUAM WATERWORKS AUTHORITY

Wastewater Collections (December 2025)

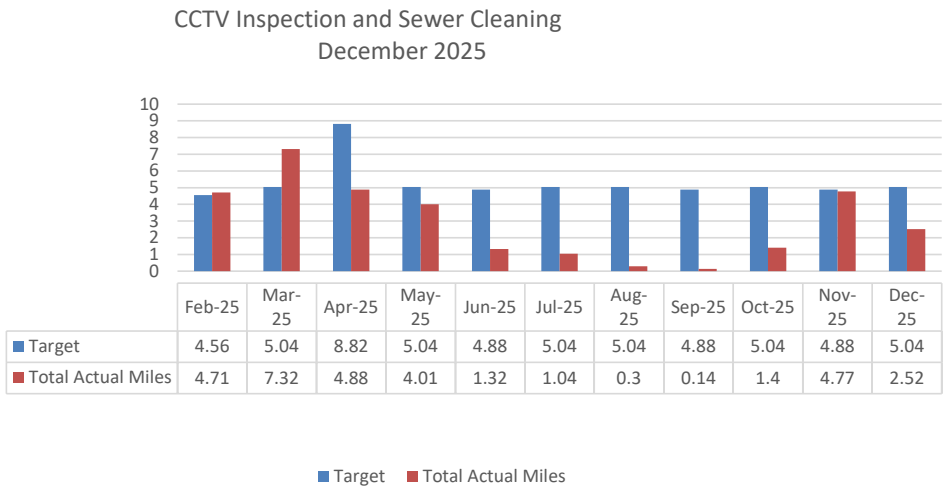
Monthly Collections Summary - December 2025					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	39	75.0%
	Central	30	66	60	90.9%
	Southern	32	68	67	98.5%
		84	186	166	89.2%





GUAM WATERWORKS AUTHORITY

Wastewater Collections – CCTV (through December 2025)



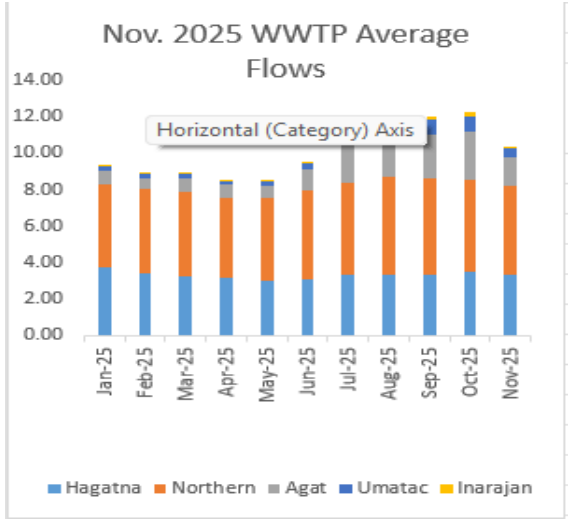
	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Target	4.56	5.04	8.82	5.04	4.88	5.04	5.04	4.88	5.04	4.88	5.04
Total Actual Miles	4.71	7.32	4.88	4.01	1.32	1.04	0.3	0.14	1.4	4.77	2.52



GUAM WATERWORKS AUTHORITY

Wastewater Treatment (November 2025)

Monthly Wastewater Treatment Summary - November 2025				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows (MGD)	Sludge (lbs)	Sludge Disp. ($)
	Hagatna	3.32	310,720	$ 27,965
	Northern	4.87	1,142,580	$ 102,832
	Agat	1.62	16,440	$ 1,480
	Umatac	0.46		
	Inarajan	0.13		
		10.40	1,469,740	$ 132,277

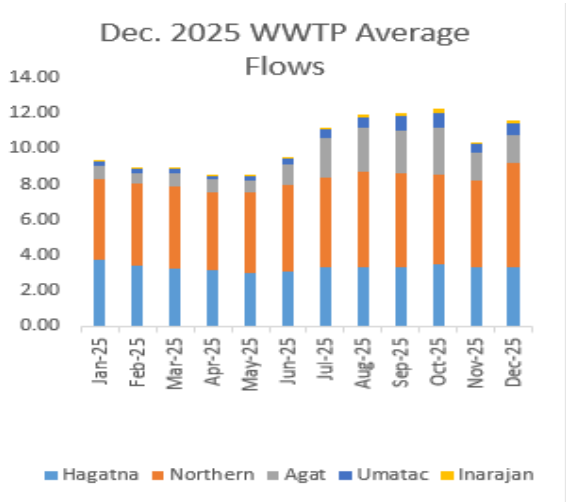




GUAM WATERWORKS AUTHORITY

Wastewater Treatment (December 2025)

Monthly Wastewater Treatment Summary - December 2025				
WW Treatment Plants - Flows				
	Facility	Avg. Daily Flows (MGD)	Sludge (lbs)	Sludge Disp. ($)
	Hagatna	3.31	402,940	$ 36,265
	Northern	5.9	1,029,000	$ 92,610
	Agat	1.6	40,580	$ 3,652
	Umatac	0.59		
	Inarajan	0.17		
		11.57	1,472,520	$ 132,527

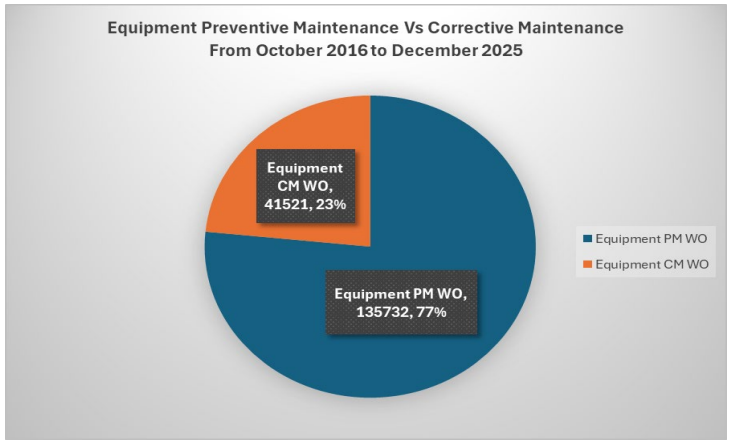




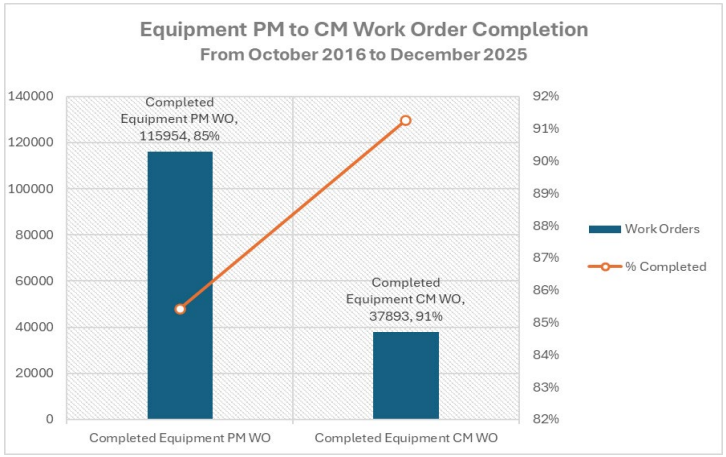
GUAM WATERWORKS AUTHORITY

Asset Management (through December 2025)

I. Equipment Preventive Maintenance to Corrective Maintenance ***Ratio***



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

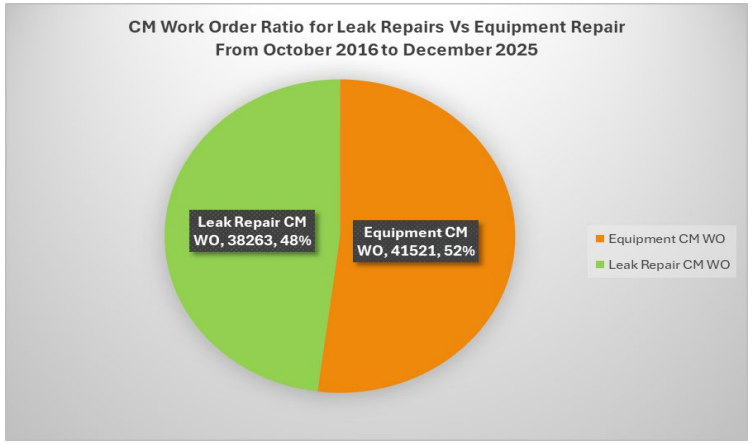




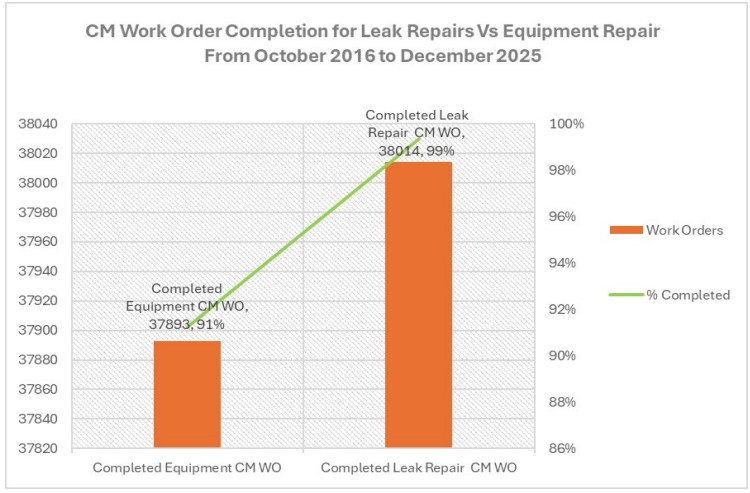
GUAM WATERWORKS AUTHORITY

Asset Management (through December 2025)

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



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





GUAM WATERWORKS AUTHORITY

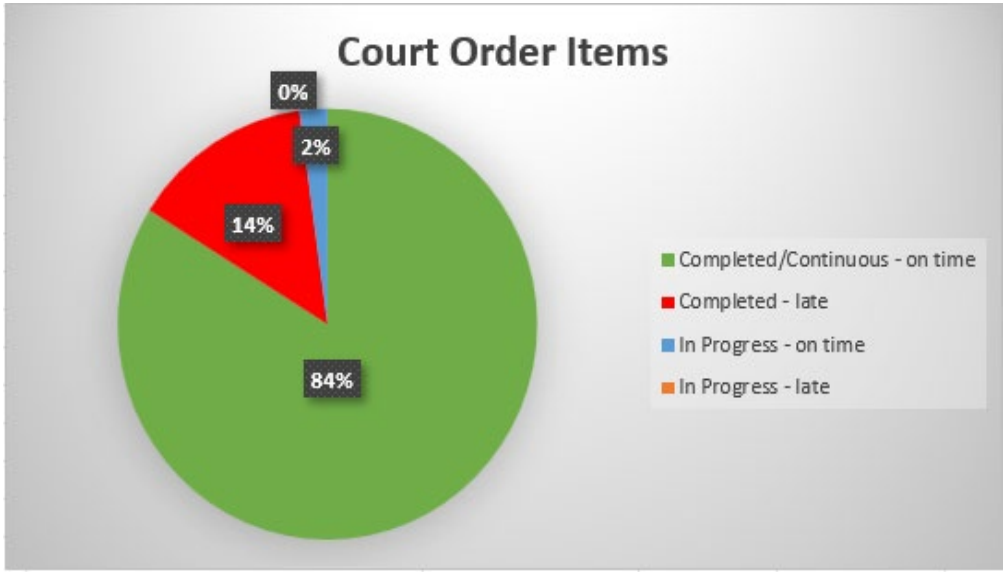
One Guam Update (through December 2025)

- No updates



GUAM WATERWORKS AUTHORITY

Court Order Summary (through December 2025)



Court Order Summary

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

GUAM WATERWORKS AUTHORITY

- **Court Order – Status Information (through December 2025)**
- New CO delay of Second (new) Ugum Tank; no other delays expected. USEPA has been advised of our 2011 CO and 2024 PCD Progress.

- Overflows or Bypass events called in to USEPA:
  - 12-16-2025, SSO 1579423; PS 17, Merizo, sewer overflow, Force main break
  - 12-25-2025; SSO 1582743; Tan Chong Sablan, sewer overflow - FOG



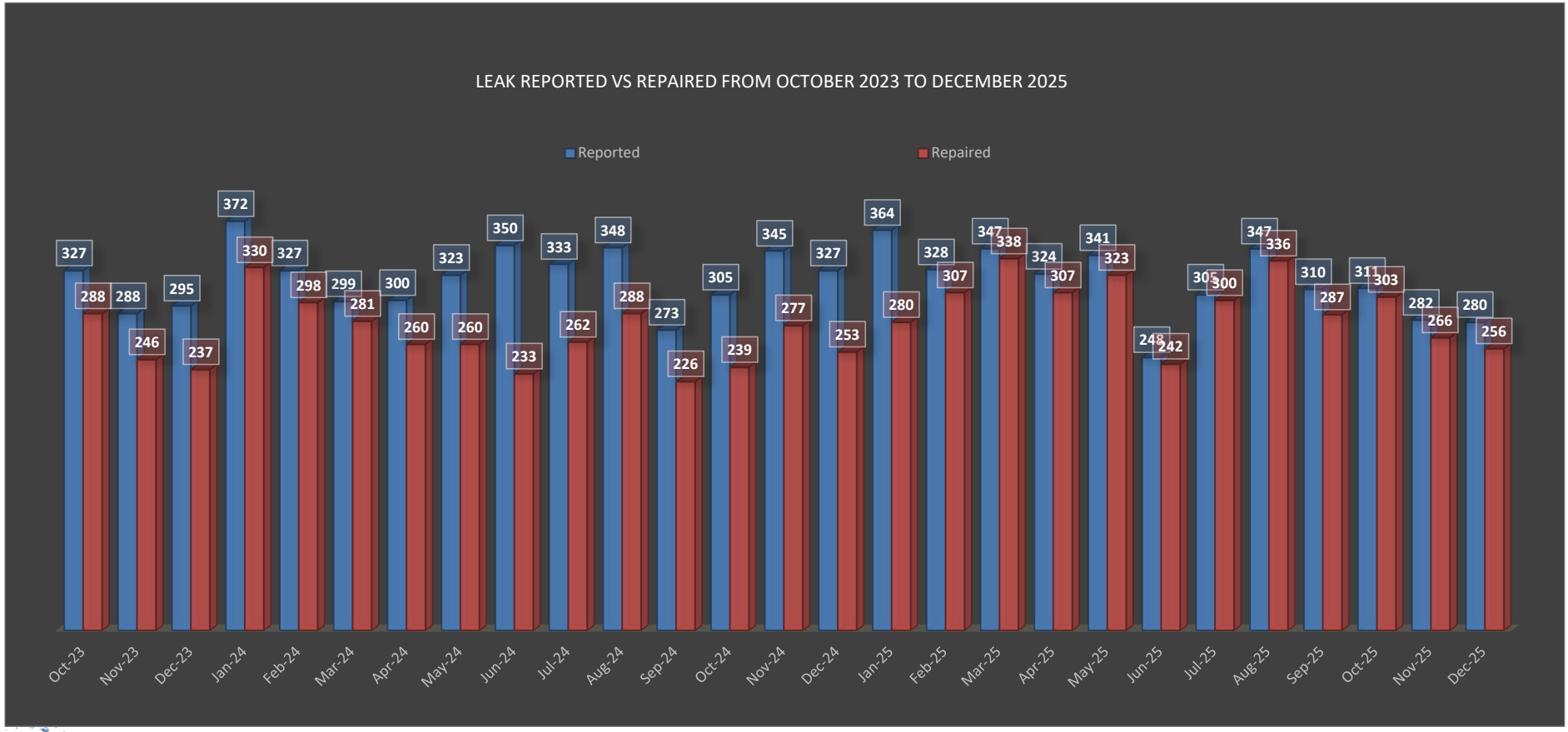
GUAM WATERWORKS AUTHORITY

Land Acquisition Summary (through December 2025)

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. 2nd 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. 1st appraisal report submitted to GWA 05/11/2022. 2nd 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	• 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.
Sewer & Stormwater Improvement Project (Harmon Sink)	L5166-2-6-2-1; L5166-2-6-2-2; L5166-2-6-2-R2; Tamuning	Private	• GWA letter of interest sent and received by property owner (Anna Kao) 11/24/2025 • GWA offer letter sent and received by property owner (Anna Kao) 12/10/2025

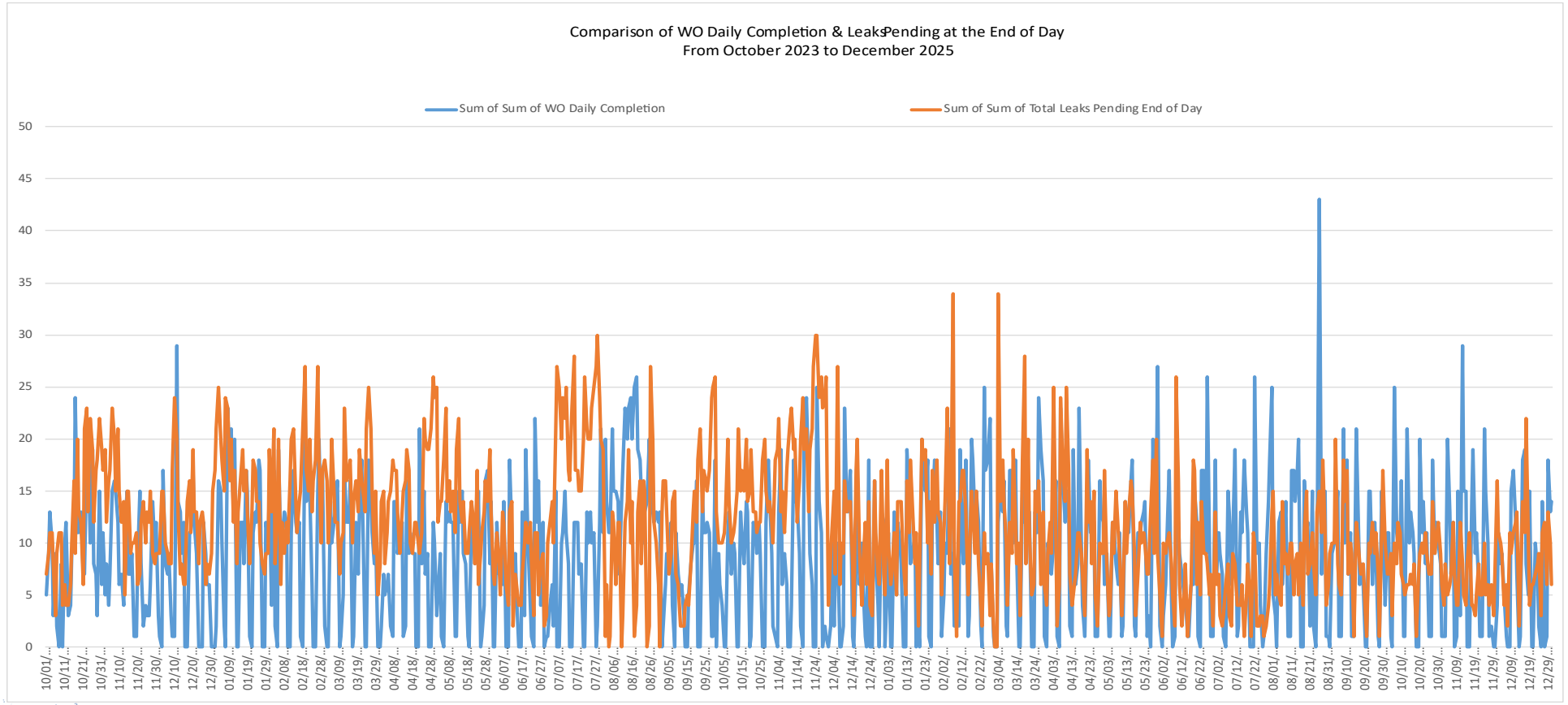
GUAM WATERWORKS AUTHORITY

Comparison of Leaks Reported vs. Leaks Repaired (through December 2025)



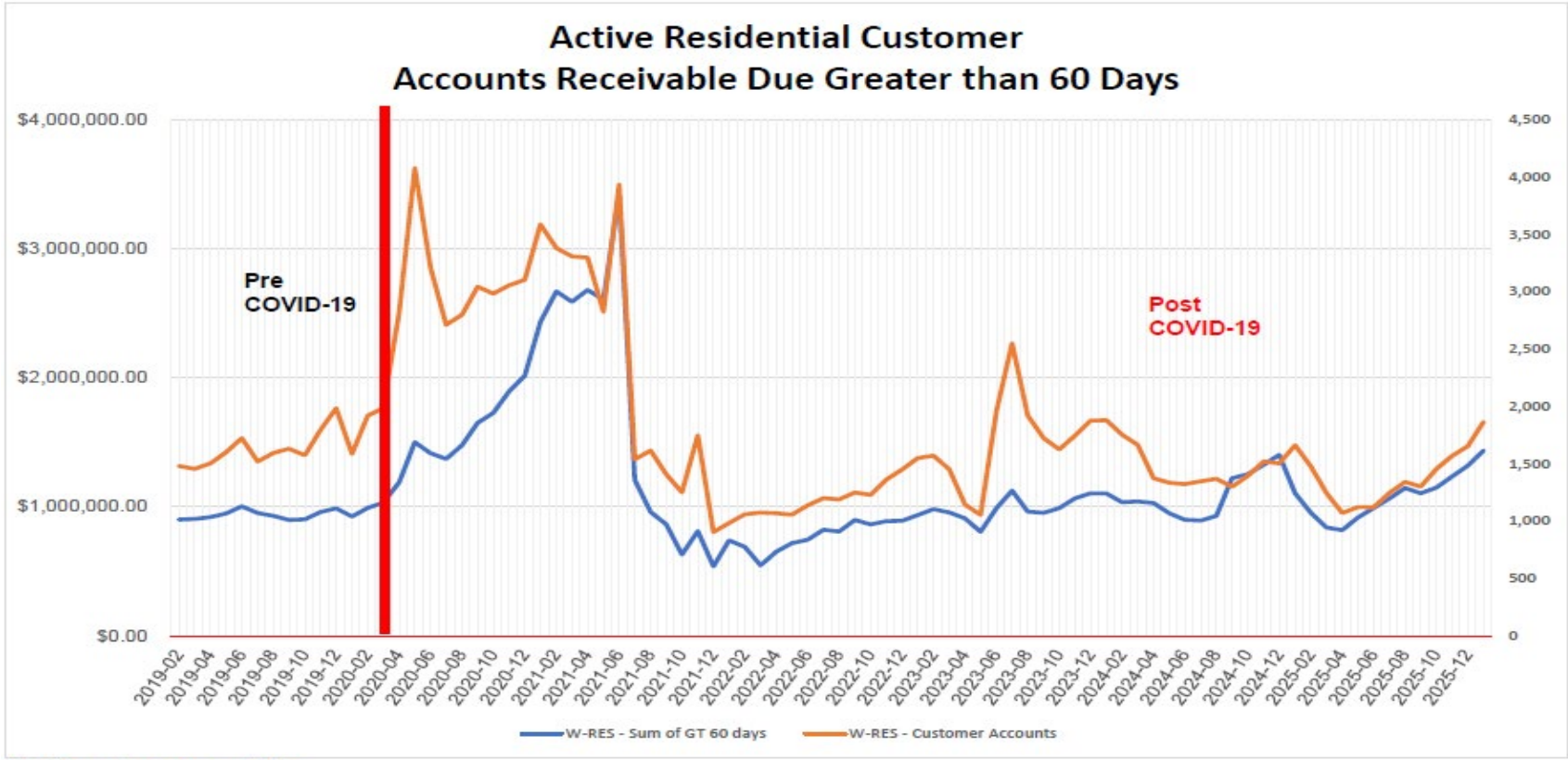
GUAM WATERWORKS AUTHORITY

Daily Leak Repairs (through December 2025)



GUAM WATERWORKS AUTHORITY

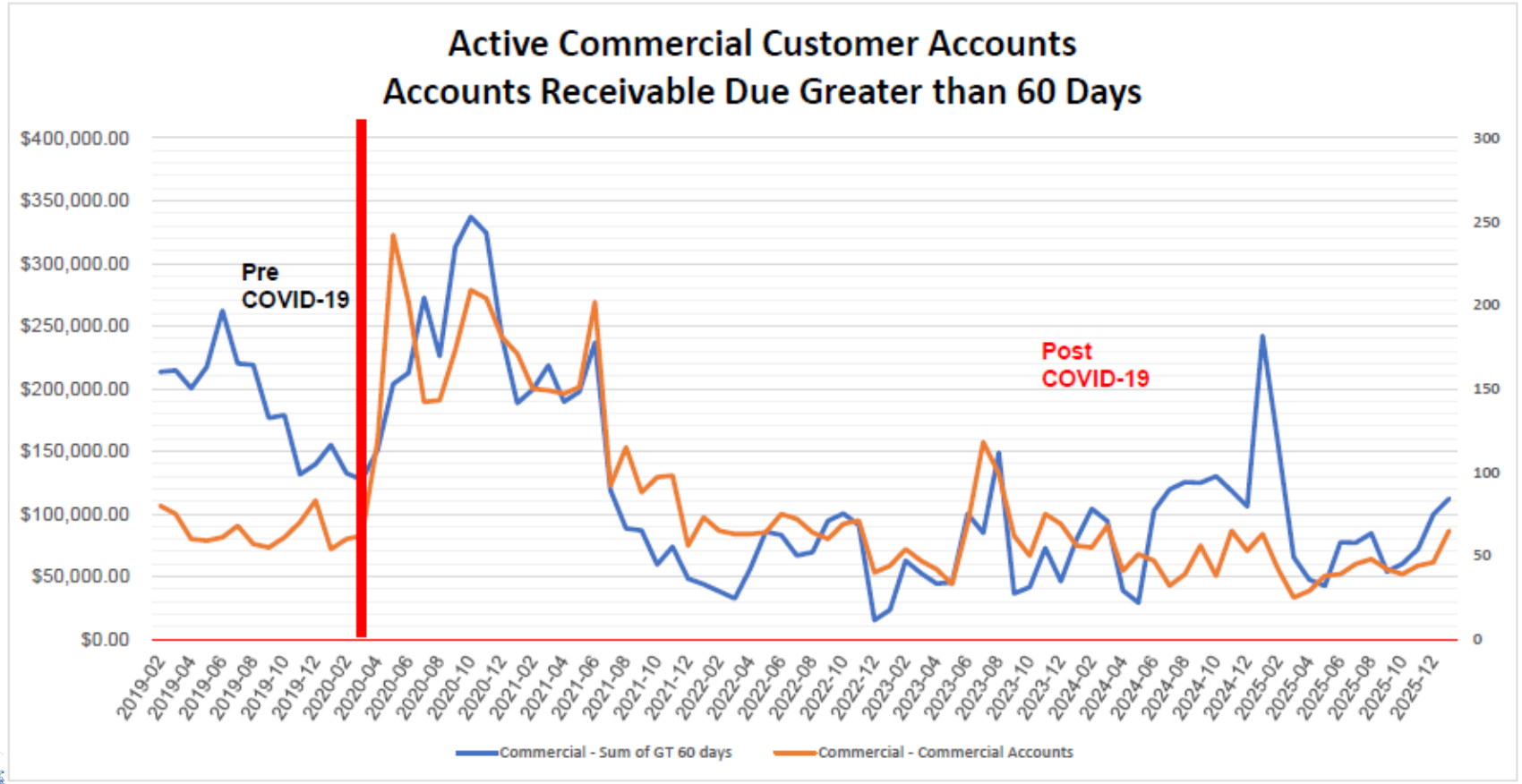
Accounts Receivables – Active Residential Customers (through December 2025)



* Excluding customers on payment plans

GUAM WATERWORKS AUTHORITY

Accounts Receivables – Active Commercial Customers (through December 2025)



* Excluding customers on payment plans

GUAM WATERWORKS AUTHORITY

Highlights of Customer Care Section Operations (November 2025)

Highlights of Customer Care Section Operations –November 2025

- Nonpayment terminations were significantly lower in the month of Nov 2025 due to the fewer number of working days and holidays @ 141 total nonpayment terminations as compared to Oct 2025 total of 267.
- 11% of the total active payment plans in the month of Nov 2025 were broken which compares identically to Oct 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 942 total customers assisted in the month of Nov 2025, down slightly from Oct 2025 @ 1072. This is also likely the result of fewer work days in Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
  - 6 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 3 minutes = GPWA Julale Satelitte Office Hagatna
  - 8 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows:
  - 12 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 10 minutes = GPWA Julale Satelitte Office Hagatna
  - 14 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 496 emails were received and responded to in Nov 2025, which is higher than Oct 2025 @ 371.
- A total of 1077 phone calls were responded to in Nov 2025, down from 1233 in Oct 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Nov 2025 is 88.3% slightly higher than Oct 2025 @ 87.5%
- No activity on the lead inventory project in Nov 2025.

GUAM WATERWORKS AUTHORITY

Highlights of Customer Care Section Operations (December 2025)

Highlights of Customer Care Section Operations – December 2025

- Nonpayment terminations were higher than Nov 2025 @ 173 as compared to Nov 2025 @ 141.
- There were a total of 322 broken payment plans in Dec 2025 as compared to 223 in Nov 2025.
- Upper Tumon continues to be the Customer Service lobby of choice for GWA ratepayers @ 1251 for the month of Dec 2025 as compared to 942 total customers assisted in the month of Nov 2025.
- The average wait time for all 3 customer service lobbies are as follows:
  - 5 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 3 minutes = GPWA Julale Satelitte Office Hagatna
  - 7 minutes = GPWA Upper Tumon Office Upper Tamuning
- The average service time for all 3 customer service lobbies are as follows.
  - 9 minutes = Gloria B Nelson Public Service Bldg Fadian
  - 7 minutes = GPWA Julale Satelitte Office Hagatna
  - 13 minutes = GPWA Upper Tumon Office Upper Tamuning
- A total of 455 emails were received and responded to in Dec 2025, slightly fewer than Nov 2025 @ 496 emails.
- A total of 1595 phone calls were responded to in Dec 2025 as compared to 1077 phone calls in Nov 2025.
- 1073 total work orders were field completed by Field Response Unit in Nov 2025. This is slightly lower compared to Oct 2025 @ 1220.
- The successful electronic read percentage in Dec 2025 is 84.2%, lower than Nov 2025 @ 88.3%.
- No activity on the lead inventory project in Dec 2025.

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Issues for Resolution

CCU Regular Board Meeting
January 27, 2026



Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

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

- GWA management is seeking CCU approval of Amendment No. 3 to Owner-Engineer IDIQ contract to execute Task Order No. 3 with AECOM and increase funding accordingly to accomplish the scope as described in Exhibit F – Task Order No. 3 Fee and Scope Proposal.

- Assessment and preliminary design services for the following projects for Task Order No. 3 includes:
  a) Hagåtña Relief Line. Approximately 995 linear feet (LF) of a 36-inch diameter sewer pipe will be assessed for rehabilitation or replacement to help eliminate infiltration and inflow (I/I) into our sewer collections system.
  b) Cars Plus Gravity Sewer Relocation. Existing collection lines currently run through the Cars Plus parking lot south of the car wash facility, and beneath several parking areas to the north end of the site. Assessments will be done on the site to determine the relocation design of the lines. Several properties along the east side of Paterno Street with be provided with cleanouts and connection points at their ROW lines.

- As of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA).

- In order to accomplish time sensitive work required by the PCD, GWA negotiated with AECOM to provide assessment and design services sewer main line (SML) mentioned above.

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Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project *(continuation)*

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

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

- The objective of these projects is to improve the performance of the sewer collection/transmission system for the protection of human and environmental health and to meet the project deadlines stated in the PCD.

Where is the location?

- The sewer line projects are located in villages of Hagåtña and Mongmong-Toto-Maite.

How much will it cost?

- Task Order No. 3 will cost a total amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04). To execute Amendment No. 3 to the Owner-Engineer IDIQ contract agreement it is necessary to increase the maximum contract amount to Nine Million Seven Hundred Fifty-One Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49).

When will it be completed?

- The completion of these projects will depend on site-specific conditions including, the severity of repairs, extent of sewer transmission system replacement, environmental conditions, and permitting requirements, and available funding. The estimated completion time for these projects is two years.

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Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project *(continuation)*

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

GWA Resolution No. 04-FY2026

What is the funding source?

- The funding for this project is available through bonds identified on GWA's Capital Improvements Plan, grants, and internally funded capital improvement program (IFCIP) funds.

The RFP/BID responses (if applicable):

- N/A



Supply of Ultrasonic Water Meters

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

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

- The primary objective of this project is to ensure the continued accuracy and reliability of customer water meters, which are essential for accurately measuring water consumption and billing customers for water service delivered. Reliable customer metering is fundamental to Guam Waterworks Authority's (GWA) ability to bill customers correctly, maintain revenue integrity, and support ongoing operations. The procurements conducted under Invitation for Bid (IFB) Nos. 2024-13 (Exhibit 1) and 2025-31 (Exhibit 2) were intended to maintain adequate meter inventory and support the timely replacement of failed or aging customer meters.
- In addition, this project supports the replacement of production water meters to improve the accuracy of system input measurement, which complements customer metering by improving overall water accountability.
- This resolution is necessary to ratify a prior procurement action and to authorize continued purchasing under the amended IDIQ contract. Two of the procurements were completed in good faith to meet operational needs; however, because the combined contract value exceeded the approval threshold, formal ratification is required to bring the contract into full compliance with GWA governance and regulatory requirements.
- The action is time-sensitive because ratification and authorization are required to allow GWA to proceed with additional purchases of production water meters that have been identified as non-functioning. Without this authorization, GWA's ability to replace these meters and restore accurate production measurement would be delayed, prolonging inaccuracies that affect system accountability and water loss analysis.
- Approval of this item will validate prior actions, formalize contract authority, and allow GWA to continue meter procurement activities in an orderly and compliant manner, ensuring accurate customer billing and improved system-wide water measurement.

(continued on next page)

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Justification:

- IFB No. 2024-13 was issued by GWA on February 29, 2024, for the procurement of small ultrasonic water meters intended for residential customer service connections. This procurement supported accurate customer billing, replacement of failed or aging meters, and maintenance of adequate meter inventory. A total of fourteen (14) vendors obtained bid packets for IFB No. 2024-13; however, only one (1) vendor, Landis+Gyr (L+G), submitted a bid. Following evaluation (Exhibit 7), L+G was determined to be the lowest responsive and responsible bidder, and the IDIQ contract (Exhibit 3) was executed on November 25, 2024.
- Pursuant to IFB No. 2024-13, PO No. 800245 (Exhibit 4) was issued on 12/12/2024 to LG in the amount of $404,360.00 for the purchase of 2,000 residential ultrasonic meters (5/8" x ¾") to support customer meter replacement and inventory requirements.
- Subsequently, GWA issued IFB No. 2025-31 on May 23, 2025, for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts. This procurement addressed a separate need after the residential meter procurement and involved different meter sizes and customer classes. A total of nine (9) vendors obtained bid packets for IFB No. 2025-31; however, only one (1) bid was submitted, again by L+G. L+G was recommended for award (Exhibit 8) as the sole responsive bidder.
- Although IFB Nos. 2024-13 and 2025-31 were issued approximately fourteen (14) months apart and served different customer classes, both procurements were conducted independently through competitive sealed bidding, with public advertisement and open access to bid documents.



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Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Justification:

- Following the award recommendation under IFB No. 2025-31, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB 2024-13 IDIQ contract on September 3, 2025, incorporating the pricing and scope for larger meters into the existing contract. The amendment was executed to consolidate ultrasonic meter procurement under a single contract vehicle for administrative efficiency.
- Pursuant to IFB No. 2025-31, PO No. 801095 (Exhibit 6) was issued on 08/29/2025 to L+G in the total amount of $991,854.46, covering multiple meter sizes (1½", 2", 3", 4", 6", 8", and 10") for commercial and government customer accounts.
- After execution of the amendment, GWA Operations conducted a system-wide review and determined that certain larger ultrasonic meters procured under IFB No. 2025-31 could also be deployed at production sites, where meter size and technical specifications were compatible. This determination was made as a post-award operational decision to standardize meter types, reduce the number of meter models maintained in inventory, and improve flexibility in responding to meter failures across customer and operational applications.
- The consolidation of awards from IFB No. 2024-13 and IFB No. 2025-31 under a single IDIQ contract resulted in an aggregate contract value that exceeded the approval threshold requiring CCU and PUC authorization. Accordingly, ratification is requested to validate prior procurement actions executed in good faith, and authorization is requested to allow continued purchasing under the amended IDIQ contract, including additional larger meters to support production metering needs. This action will regularize contract authority at the aggregate level while allowing GWA to continue meter replacement activities essential to accurate customer billing and efficient system operations.

(continued on next page)

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

Where is the location?

- Meters are deployed islandwide.

How much will it cost?

- The total contract value consists of two completed purchase orders already issued under competitively awarded IFBs, plus a prospective purchase of production meters, including a 10% contingency to address quantity adjustments, installation conditions, or unforeseen operational needs.

Item	Reference	Description	Amount ($)	Status
1	PO No. 800245	Small ultrasonic meters – IFB 2024-13	404,360.00	Executed
2	PO No. 801095	Large ultrasonic meters – IFB 2025-31	991,854.46	Executed
3	Requisition Production	ultrasonic meters (38 × 4", 19 × 6") 254,034.37	Requisition	
		Subtotal (Items 1–3)	**1,650,248.83**	
4	Contingency	10% applied to subtotal	165,024.88	Authorization Only
		TOTAL AUTHORIZATION REQUESTED	**1,815,273.71**	



(continued on next page) 35

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

How much will it cost?

- Ratification is requested for the following previously executed purchase orders:
  - PO No. 800245 – $404,360.00
  - PO No. 801095 – $991,854.46
- Total Amount for Ratification: $1,396,214.46
- Authorization is requested for the following:
  - Production meter requisition – $254,034.37
  - 10% contingency applied to total amount – $165,024.88
- Total increased amount to current contract is $419,059.25
- Total contract authorization requested: $1,815,273.71



(continued on next page) 36

Supply of Ultrasonic Water Meters *(continuation)*

Relative to Approval of an Increase of Funding and Scope for Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with Landis+Gyr, Inc. for the Supply of Ultrasonic Water Meters.

GWA Resolution No. 07-FY2026

When will it be completed?

- The procurements under the first and second purchase orders have already been initiated. The first purchase order has been fully received, and the meters are currently in inventory and being deployed. The second purchase order has been issued, and delivery of those meters is projected to arrive on Guam within approximately two (2) weeks.
- Upon securing CCU and PUC approvals, the production meter requisition will be placed immediately under the existing IDIQ contract. Completion of all meter deliveries and availability for installation is therefore expected shortly after receipt of the second shipment and placement of the production meter order, with no anticipated delays once approvals are obtained.

What is the funding source?

- Funding for the ratified and authorized expenditures will be provided through GWA bond funds, and Internally Funded Capital Improvement Program (IFCIP) funds as needed.

The RFP/BID responses (if applicable):

- The RFP/BID responses are addressed and summarized in the Justification section.



GWA Financial Overview

DECEMBER 2025



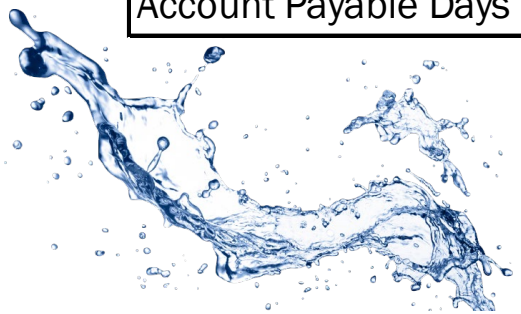
Executive Financial Snapshot – November & December 2025

- November and December operating results were favorable to budget, contributing to positive performance for the first quarter of FY2026.
- December operating revenues exceeded budget by 14 percent, with operating expenses 5 percent below budget.
- For the first quarter of FY2026, operating revenues exceeded budget by 11 percent, while operating expenses were 4 percent below budget. First-quarter earnings from operations exceeded budget by $5.5 million.
- As of December 31, 2025, Days Cash on Hand was 364 days and the Rate Stabilization Fund balance remained at $10.45 million; year-to-date results include PFAS settlement proceeds
- Government receivables, capital cash-flow timing, and the FY2027 budget and true-up process as key items to monitor.



Key Financial Indicators

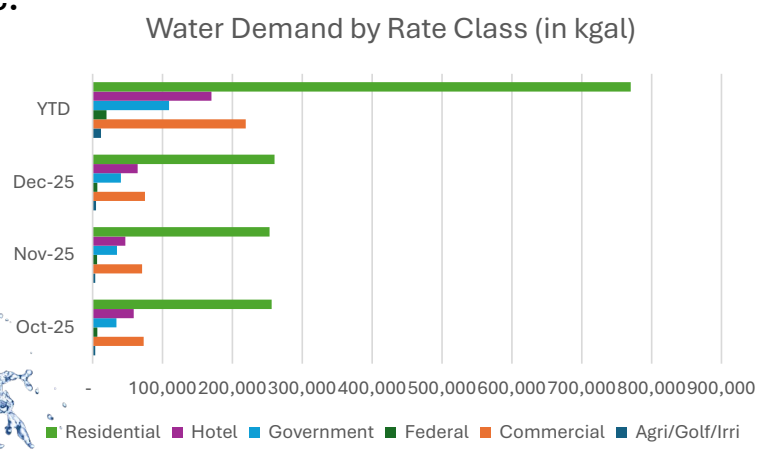
Indicator	Target	Nov-25	Dec-25
DSC YTD (Per Section 6.12 of Indenture)			
Per Section 6.12 of Indenture	1.25	1.73 ↑	1.78 ↑
Inclusive of Reserves (PUC)	1.32	1.73 ↑	1.78 ↑
Days – Cash on Hand	120 days	353 days ↑	364 days ↑
Collection Ratio			
· Month to Date	99%	77% ↓	92% ↓
· Year to Date	99%	78% ↓	83% ↓
Account Receivable Days	30 days	43 days ↓	43 days ↓
Account Payable Days	45 days	40 days ↑	31 days ↑

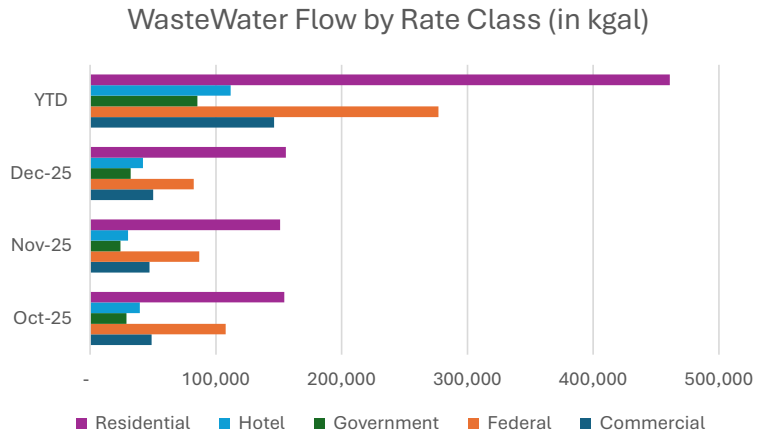


Operating Drivers – Water Consumption and Wastewater Flows

- November and December system demand reflected seasonal patterns and customer mix changes.
- Federal, hotel, and government customers continued to be key contributors to system volumes.
- Year-to-date demand through December provides the baseline for FY2026 financial performance.

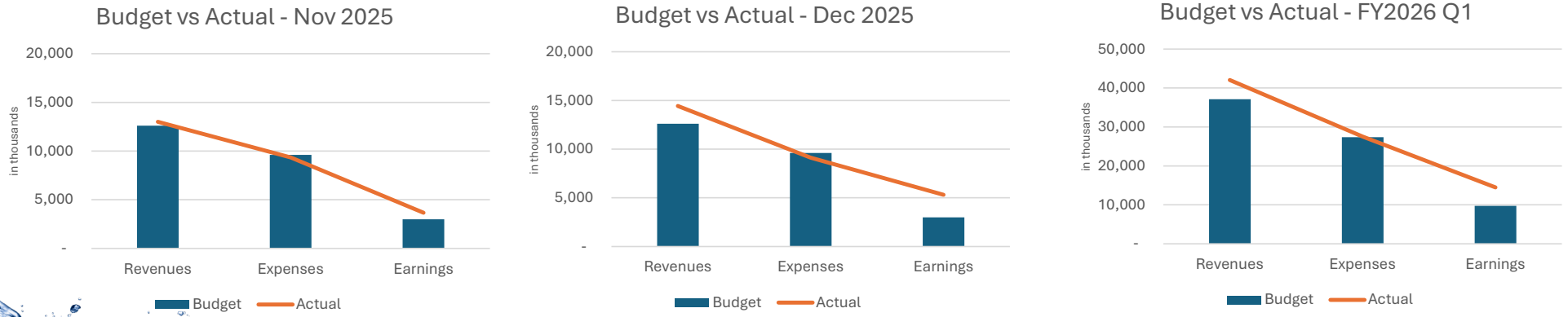






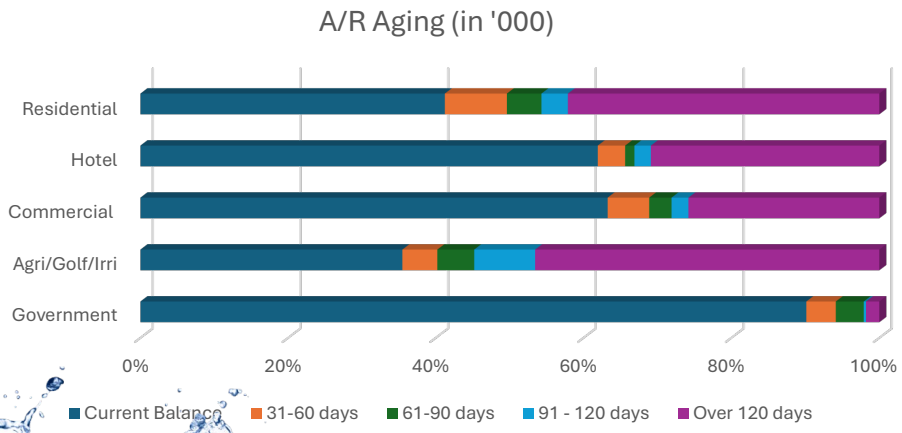
Operating Results – Monthly and Year to Date

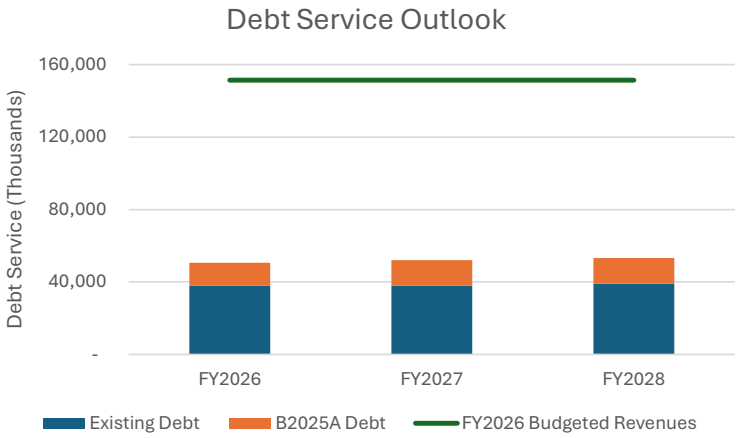
- November and December operating revenues were driven by rate adjustments and customer demand.
- Operating expenses for both months remained within budget expectations.
- Year-to-date results through December reflect favorable operating margins relative to budget.



Liquidity, Capital Spending, and Debt Overview

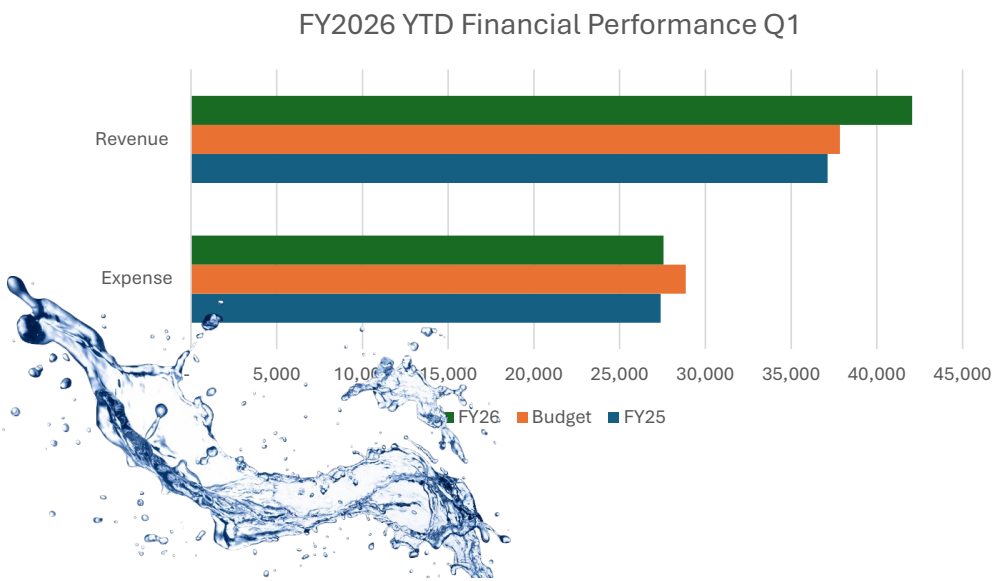
- Accounts receivable and payable balances remained within normal operating ranges as of December 31.
- Year-to-date capital expenditures reflect planned project activity and funding availability.
- Debt service requirements remain manageable within current revenue and liquidity levels.

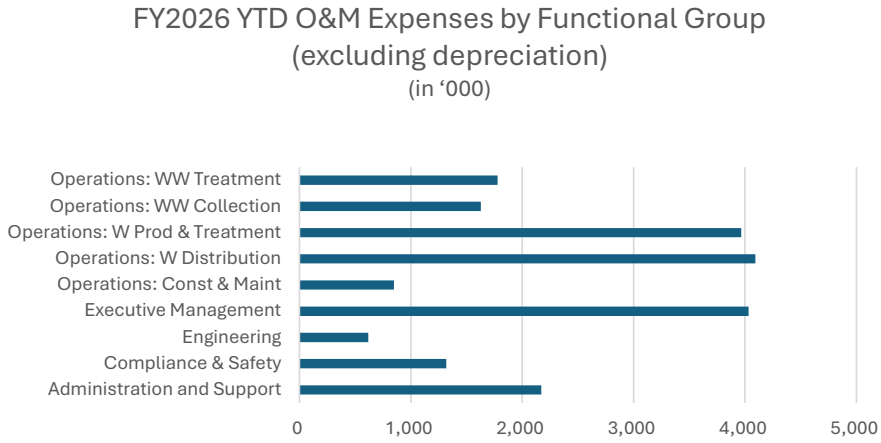




Year to Date Financial Performance – Q1 FY2026

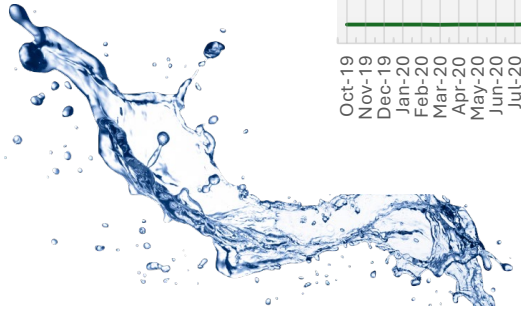
- Year-to-date revenues exceeded prior year and budget due to rate and demand effects.
- Operating expenses remain aligned with budgeted levels.
- Overall operating margin through December supports financial stability entering Q2.

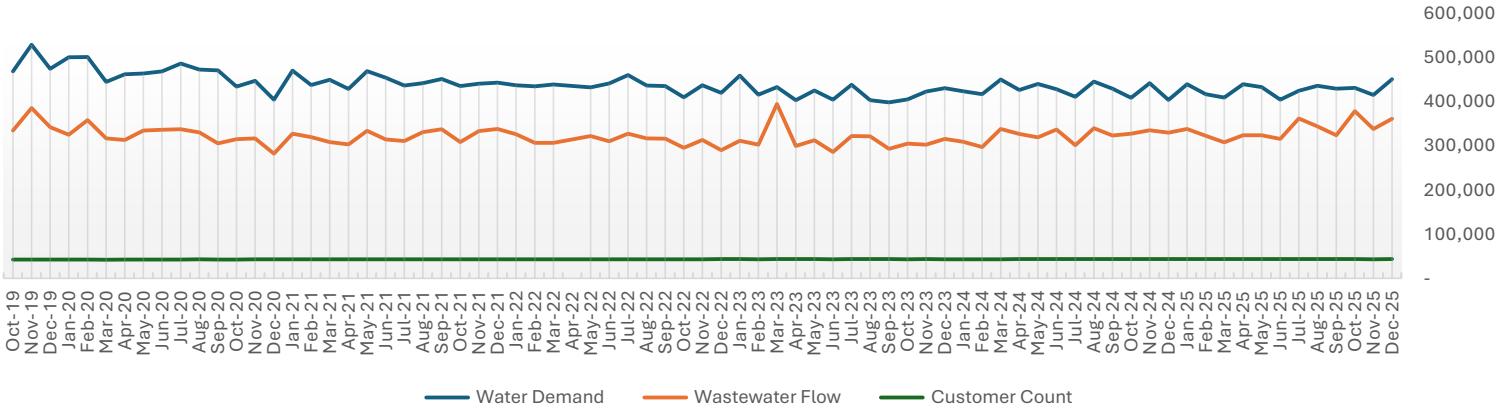




Multi-Year System Demand and Customer Trends

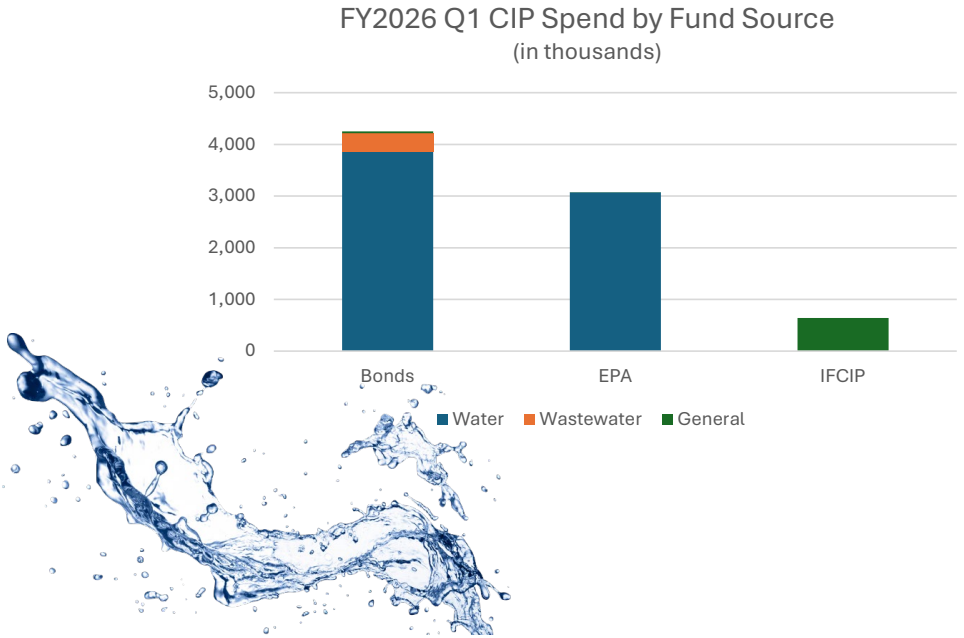
- Water consumption and wastewater flows have remained relatively stable over the past several years.
- Customer counts continue to show modest growth and stabilization.
- These trends support long-term financial planning and rate design.

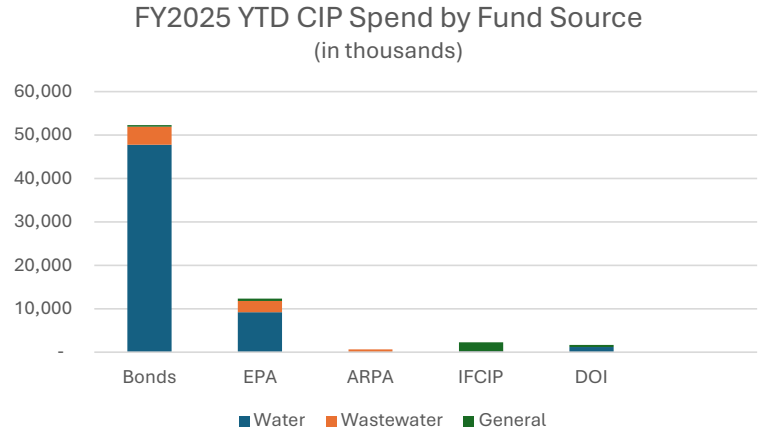




Capital Program and Financing Outlook

- Capital spending continues to align with approved project schedules and funding sources.
- Major funding sources include SRF, grants, and internal cash.
- Upcoming financing and rate actions will support long-term capital needs.





GUAM WATERWORKS AUTHORITY

Financial Statement Overview
November and December 2025

Executive Snapshot – December 2025 (First Quarter FY2026)
November and December operating results were favorable to budget, resulting in positive year-to-date performance through December 31, 2025, which marks the close of the first quarter of FY2026.

For November, operating revenues exceeded budget by 3%, while operating expenses were 3% below budget, resulting in earnings from operations of $3.7 million for the month. For December, operating revenues exceeded budget by 14% and operating expenses were 5% below budget, resulting in earnings from operations of $5.3 million for the month.

For the first quarter of FY2026, operating revenues totaled $42.1 million, exceeding budget by 11%, while operating expenses were 4% below budget. Earnings from operations of $14.5 million exceeded budget by $5.5 million, driven by the October rate adjustment, demand trends, and expense management.

As of December 31, 2025, Days Cash on Hand increased to 364 days, reflecting operating cash flows, settlement proceeds, and investment activity. The Rate Stabilization Fund (RSF) balance remained at $10.5 million and no RSF were used during the quarter.

Year-to-date results include $9.8 million in PFAS settlement proceeds, which will be partially offset by amounts due to the Airport. These receipts contributed to the favorable change in net position for the quarter.

From an operational perspective, year-to-date water consumption and wastewater flows increased by 3% and 9%, respectively, compared to the prior year. Federal Government demand increased due to the opening of Camp Blaz, contributing to higher system volumes and revenues.

Key items to monitor heading into the second quarter include government receivables, timing of capital expenditures and cash draws, completion of the FY2027 budget and true-up filings, and continued coordination with the PUC and its consultant on rate design.

As the CCU did not meet in December, this narrative presents monthly financial results for November and December 2025, together with year-to-date results through December 31, 2025.

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Key Financial Indicators

Indicator	Target	October 2025	November 2025	December 2025
DSC YTD • Per Section 6.12 of Indenture / PUC and CCU	1.25/1.32	1.92	1.73	1.78
Days – Cash on Hand	120 days	374 days	353 days	364 days
Collection Ratio⁺				
• Month to Date	99%	79%	77%	92%
• Year to Date	99%	79%	78%	83%
Days Billed	30 days	30 days	31 days	30 days
Account Receivable Days	30 days	38 days	43 days	43 days
Account Payable Days	45 days	36 days	40 days	31 days
Water Demand (kgals)				
• Month to Date	421,912	432,404	416,142	452,033
• Year to Date	1,265,737	432,404	848,545	1,300,579
Wastewater Flow (kgals)				
• Month to Date	310,436	379,666	339,385	362,373
• Year to Date	931,307	379,666	719,050	1,081,424
Operations & Maintenance Expense**	$7,116,282	$6,822,855	$6,967,184	$6,750,096
Water Customers	44,025	43,705	43,123	43,859
Wastewater Customers	31,311	31,106	30,961	31,603

⁺ *Includes SDC Revenue and Collection* **Excludes Depreciation*

Key Financial Indicators reflect point-in-time metrics as of month-end.

Operating Drivers: Water Consumption and Wastewater Flows

Water consumption and wastewater flows are the key operating drivers of the Authority's revenues, O&M costs, and overall financial performance. The following summarizes system activity for the months of November and December 2025 and for the year-to-date period through December 31, 2025.

For the month ended November 30, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	416,142	339,385
% Change vs Prior Year	-6%	-2%
Average Daily Consumption/Flow	13,424	10,948
Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

Billing days in November 2025 were 31, compared to 32 in November 2024.

For the month ended December 31, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	452,033	362,373
% Change vs Prior Year	12%	13%
Average Daily Consumption/Flow	15,068	12,078

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Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

Billing days in December 2025 were 30 days, one day more than in December 2024.

For the three months ended December 31, 2025

Metric	Water Consumption	Watewater Flows
Volume (kgals)	1,300,579	1,081,424
% Change vs Prior Year	3%	9%
Average YTD Consumption/Flow	14,292	11,884
Key Customer Drivers	Residential, GovGuam, Hotel, Commercial 1	Residential, FedGov, Hotel, Commercial 1

December results reflect cumulative system activity for the first quarter of FY2026, providing an initial baseline for evaluating fiscal-year demand trends. While the Federal Government water demand is not as large as other customer classes, it has increased 60X more than the prior year due to the opening of Camp Blaz. Year-to-date billing days for 2025 and 2024 were 91 days.

These monthly and year-to-date demand and flow trends directly influence the Authority's operating revenues, operations and maintenance expenses, and overall financial performance. The following sections summarize November, December and year-to-date financial results.

Monthly Financial Performance (Schedules B & C)

For the month of November 2025

- Total Operating Revenues for November 2025 of $13.0M were $387.1K or 3% more than the budget of $12.6M. November 2025 Total Operating Revenues were 2% or $239.8K more than November 2024.
- Total Operating Expenses for November 2025 of $9.3M were $279.0K or 3% less than budget of $9.6M. November 2025 Total Operating Expenses were 4% or $377.1K more than November 2024's $9.0M with decreases in utilities offsetting increases in other expense categories.
- Earnings from Operations for November 2025 of $3.7M were $666.1K more than the budget of $3.0M and $137.3K less than November 2024's $3.8M. The Change in Net Position for November 2025 of $2.0M was $274.3K less than the $2.3M budget and $1.4M less than November 2024's $3.4M. The year-over-year decrease is primarily due to increases in interest expense as well as a reduction in Federal Grants spending.

For the month of December 2025

- Total Operating Revenues for December 2025 of $14.4M were $1.8M or 14% more than the budget of $12.6M. December 2025 Total Operating Revenues were 22% or $2.6M more than December 2024.
- Total Operating Expenses for December 2025 of $9.1M were $496.5K or 5% less than budget of $9.6M. December 2025 Total Operating Expenses were 4% or $380.1K less than December 2024's $9.5M with increases in Salaries and Benefits, Administrative and General Expense, and Contractual Expense offset by decreases in other expense categories.
- Earnings from Operations for December 2025 of $5.3M were $2.3M more than the budget of $3.0M and $3.0M more than December 2024's $2.3M. The Change in Net Position for December 2025 of $6.7M was $4.5M more than the $2.3M budget and $5.3M more than December 2024's $1.4M. This is primarily due to Earnings from Operations; interest income and PFAS settlements offset interest expense for the month.

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Year-to-Date Financial Performance – FY2026 through December (Schedules D&E)

- Total Operating Revenues for the First Quarter of FY2026 of $42.1M were $4.2M or 11% more than the budget of $37.9M. FY2026 First Quarter Total Operating Revenues were 13% or $4.9M more than the first quarter of FY2025. An 8.2% increase on non-lifeline rates was effective October 2025.

- Below are the operating revenues and percentages of operating revenues (water and wastewater) contributed by GWA's customer classes for FY2026 and FY2025 YTD:

Customer Class	FY2026		FY2025	
○ Residential	$15,758,003	37.93%	$14,925,248	40.84%
○ Commercial	8,647,625	20.81%	7,586,814	20.76%
○ Hotel	7,368,179	17.73%	6,535,143	17.88%
○ Government of Guam	4,043,568	9.73%	4,115,298	11.26%
○ Federal Government	5,585,062	13.44%	3,236,347	8.86%
○ Agriculture, Golf Course, Irrigation	143,995	0.35%	149,041	0.41%
TOTALS*	$41,546,432	100.00%	$36,547,891	100.00%

*Totals may be slightly off due to rounding

- Total FY2026 First Quarter Operating Expenses of $27.6M were $1.3M or 4% less than budget of $28.8M. FY2026 First Quarter Operating Expenses were 1% or $174.2K more than the First Quarter of FY2025 with decreases in utilities offsetting increases in other expense categories.

- Earnings from Operations for the First Quarter of FY2026 of $14.5M were $5.5M more than the budget of $9.0M and $4.8M more than FY2025 First Quarter's $9.7M. The Change in Net Position for the First Quarter of FY2026 of $20.5M was $13.7M more than the $6.8M budget and $13.5M more than the First Quarter of FY2025's $7.0M. This is primarily due to receipt of PFAS settlements in the amount of $9.8M and Earnings from Operations. Note that the settlement amounts will be reduced by amounts due to the Airport.

Statement of Net Position (Schedule A)

- Total Assets & Deferred Outflows of Resources of $1.51B in September 2025 increased by $28.0M or 2% to $1.54B at end of December 2025 primarily due to increases in unrestricted cash and restricted investments. At December 31, 2025, total current assets increased by $15.6M and property, plant and equipment increased by $1.6M. Total noncurrent assets (restricted cash and investments) increased by $11.2M.

- Total Liabilities & Deferred Inflow of Resources of $1.153B in September 2025 increased by $7.6M or 1% to $1.16B at the end of December 2025. The largest increases were in interest payable which will be paid in January.

- Accounts Receivable days and Accounts Payable days in December were 43 days and 31 days compared to November 2025's 43 and 40 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.

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Cash Flow (Schedule F)
FY 2026 First Quarter cash flows from operating activities were $14.6M. Noncapital financing activities (settlement funds) cash flows were $9.8M, Cash flows used for capital and related financing activities were $4.2M. Cash provided from investing activities was $5.0M. There was a net increase in cash of $25.2M from September 2025 to December 2025.

Days Cash on Hand for December 2025 was calculated at 364 days. Note that increases in operations & maintenance expense budgets affect the cash on hand calculations. Schedule G contains a schedule of restricted and unrestricted cash and investments.

There was a balance of $10.5 million in the RSF at the end of December 2025. No Rate Stabilization Funds were used this month.

Customer Payments
While only 6% of payments are made in cash, almost 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 FY 2026, 50% of payments were made with credit cards. Below is a summary of non-residential Visa 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 2023– September 2024	837	$4,498,075	$90,440	2.01%
October 2024 – September 2025	909	$5,054,076	$101,619	2.01%
October 2025	73	$477,100	$9,593	2.01%
November 2025	77	$483,594	$9,723	2.01%
December 2025	85	$536,124	$10,779	2.01

The current merchant services agreement offers a Mastercard utility interchange rate. Because of the interchange rate agreement, there was no cap on nonresidential Mastercard users.

Saturday Collections
The Upper Tumon office is open for payments on Saturdays. For the five Saturdays in November, 737 payments totaling $136,329 were made towards GWA billings and 1,023 payments totaling $270,526 were made for GPA. In December, 627 payments totaling $118,101 were made towards GWA billings and 882 payments totaling $198,011 were made for GPA over the four Saturdays.

Guam Solid Waste (GSW) Customer Payments
GPWA began to accept GSW payments on June 6, 2022. In November 2025, GWA accepted 1,155 payments totaling $76,675 for GSW and will bill $1,155 in processing fees to GSW. In December 2025, GWA accepted 1,338 payments for GSW totaling $76,493 and will bill GSW $1,338 in processing fees.

GUAM WATERWORKS AUTHORITY

Capital and Financing Update

Long and Short-Term Financing
The PUC authorized GWA to proceed with the short-term financing agreement with Royal Bank of Canada. We will keep the CCU updated on any progress made.

CIP Update
Below is a table providing a summary of the various sources of funding available for GWA CIPs as of December 2025. The expenditures are life to date. Note that Department of Interior Grants also include funding for training and the GEPA Grant is for testing.

Funding Source	Available Funds	Expenditures as of 11/30/2025	Outstanding Encumbrances	Funding Request	Expenditures, Encumbrances, & Funding Requests	Unobligated Project Costs 12/31/2025	% Unobligated
B2016	$ 140,007,538	$ 132,181,105	$ 5,138,404	$ 419,883	$ 137,739,393	$ 2,268,145	1.62%
B2017 (2010)	$ 87,590,399	$ 84,681,828	$ 729,140	$ 369,152	$ 85,780,120	$ 1,810,279	2.07%
B2020A	$ 137,713,654	$ 68,333,917	$ 51,163,278	$ 3,017,852	$ 122,515,047	$ 15,198,607	11.04%
B2020B (2013)	$ 139,366,925	$ 138,292,404	$ 242,302	$ 529,962	$ 139,064,668	$ 302,257	0.22%
B2025	$ 253,069,924		$ 4,329,380	$ 2,000,000	$ 6,329,380	$ 246,740,543	97.50%
Construction Fund	$ 11,056,994	$ 1,625,400	$ 173,078		$ 1,798,477	$ 9,258,516	83.73%
SDC	$ 21,600,450	$ 12,193,071	$ 11,601	$ 6,637,742	$ 18,842,414	$ 2,758,036	12.77%
DOI	$ 2,533,783	$ 2,093,038	$ 97,115		$ 2,190,153	$ 343,630	13.56%
USEPA	$ 141,542,123	$ 33,708,145	$ 55,368,234		$ 89,076,379	$ 52,465,744	37.07%
GEPA	$ 500,000	$ 218,156	$ 29,000		$ 247,156	$ 252,844	50.57%
ARPA	$ 10,083,490	$ 1,706,056	$ 7,682,496		$ 9,388,551	$ 694,939	6.89%
GEDA	$ 62,902,250		$ 1,084,245		$ 1,084,245	$ 61,818,005	98.28%
IFCIP	$ 36,106,719	$ 20,484,832	$ 10,320,650	$ 4,828,927	$ 35,634,409	$ 472,310	1.31%
Totals	$ 1,044,074,249	$ 495,517,952	$ 136,368,924	$ 17,803,518	$ 649,690,394	$ 394,383,856	37.77%
	100.00%	47.46%	13.06%	1.71%	62.23%	37.77%	

Governance, Audit, Budget, and Rate Matters

FY2025 Audit
The audit is proceeding without issue except that the OPEB is still outstanding. Regular updates with the auditors will be scheduled virtually beginning in January. GWA should be able to meet is February deadline if the OPEB report is received in the near future.

USEPA closed its FY2024 Single Audit finding, concluding that contractor debarment vetting procedures are in place.

FY2027 Budget, True Up and Rate Design
Budgets are due from divisions in the first week of January, with budget review meetings scheduled for late January. The proposed FY2027 budget will be submitted to the CCU together with the FY2027 true-up package in March, followed by formal submittal to the PUC in April.

In parallel, GWA is continuing discussions with the PUC's consultant, Concentric, on rate design. The objective is for the PUC to consider and act on the rate design by the end of the first quarter of calendar year 2026, allowing the approved design to be incorporated into the FY2027 true-up model.

In addition, the PUC has directed the Administrative Law Judge to provide guidance for future true-up filings to ensure alignment between GWA and the PUC's consultants. As part of this effort, GWA is working toward approval of any FY2027 rate changes in August to support a more efficient budget approval process.

Dieldrin
As of the end of December, GWA had incurred $998,859 in expenditures related to the response. Through an executive order, the Governor of Guam provided $250,000, which was used to offset the majority of

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bottled water costs for affected residents. USEPA funds will also be used to offset the costs of Point of Use (POU) and Point of Entry (POE) systems for affected residents. To date, 44 applications for reimbursement and 313 applications for POE systems have been received.

Visitor Arrivals

In the month of November 2025, total visitors were 70,731 up 30.4% from November 2024 total visitors of 54,248. FY2026 visitors totaled 132,523, up 23.5% compared to FY2024 visitors of 107,325. Calendar Year to Date (January to November) totals for 2025 were 686,391, up 2.3% compared to 2024 CY YTD visitors of 671,215.

GUAM WATERWORKS AUTHORITY
November 30, 2025
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Statements of Net Position
November 30, 2025

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited November 30, 2025	Unaudited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	86,400,537	68,753,143	17,647,394
Restricted Funds (Schedule G)	41,413,630	47,917,143	(6,503,513)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $9,587,310 at Nov 30, 2025 and $9,418,359 at Sep 30, 2025	22,046,426	16,213,731	5,832,696
Federal Receivable	1,597,120	6,877,296	(5,280,176)
Other Receivable	2,561,730	2,699,889	(138,159)
Prepaid Expenses	2,975,113	1,212,737	1,762,376
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Nov 30, 2025 and $199,791 at Sep 30, 2025	7,059,324	6,935,675	123,649
Total Current Assets	164,053,880	150,609,613	13,444,268
Property, Plant and Equipment			
Utility plant in service			
Water system	483,115,995	483,115,995	-
Wastewater system	686,191,704	686,191,704	-
Non-utility property	36,950,224	36,950,224	-
Total property	1,206,257,923	1,206,257,923	-
Less: Accumulated Depreciation	(485,399,963)	(480,656,082)	(4,743,881)
Land	5,811,163	5,811,163	-
Construction Work in Progress	122,623,208	119,557,004	3,066,204
Property, Plant and Equipment, net	849,292,331	850,970,008	(1,677,677)
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	347,370,275	348,897,136	(1,526,862)
Investments (Schedule G)	106,294,371	95,265,017	11,029,354
Total other noncurrent assets and deferred charges	453,664,646	444,162,154	9,502,493
Total Assets	1,467,621,573	1,446,352,490	21,269,083
Deferred outflows of resources			
Debt defeasance due to bond refunding	22,961,927	23,190,417	(228,490)
Deferred outflows from pension	13,056,974	13,056,974	-
Deferred outflows from OPEB	28,992,788	28,992,788	-
Total Assets and Deferred Outflows of Resources	**1,532,633,263**	**1,511,592,669**	**21,040,593**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	965,000	965,000	-
Series 2017 Refunding Bond	2,610,000	2,610,000	-
Series 2024A Refunding Bond	3,110,000	3,110,000	-
Series 2024B Refunding Bond	4,280,000	4,280,000	-
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	5,671,113	3,913,865	1,757,248
Accrued and Other Liabilities	10,920,779	9,366,213	1,554,566
Interest Payable	15,765,336	9,002,963	6,762,372
Accrued Payroll and Employee Benefits	3,308,956	2,829,713	479,243
Current portion of employee annual leave	1,928,693	1,928,693	-
Current portion of employee sick leave	250,400	250,400	-
Contractors' Payable	15,460,248	18,129,972	(2,669,725)
Customer and Other Deposits	2,629,005	2,613,337	15,668
Total Current Liabilities	66,943,163	59,043,790	7,899,372
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	80,000,000	80,000,000	-
Series 2017 Refunding Bond	52,565,000	52,565,000	-
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	127,505,000	127,505,000	-
Series 2024B Refunding Bond	42,920,000	42,920,000	-
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	50,510,100	50,964,641	(454,542)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	53,371,429	53,371,429	-
Net OPEB obligation	103,206,575	103,206,575	-
Employee Annual Leave, Less Current Portion	498,479	498,479	-
Employee Sick Leave	2,445,264	2,445,264	-
Total Liabilities	1,106,387,594	1,098,942,763	7,444,831
Deferred inflows of resources:			
Contribution in Aid of Construction	616,337	616,337	-
Rate Stabilization Fund	9,500,000	9,500,000	-
Deferred inflows from pension	4,909,340	4,909,340	-
Deferred inflows from OPEB	32,476,967	32,476,967	-
Debt defeasance due to bond refunding	6,625,717	6,767,085	(141,369)
Total Liabilities and Deferred Inflows of Resources	1,160,515,955	1,153,212,493	7,303,462
Net Position	372,117,308	358,380,177	**13,737,131**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,532,633,263**	**1,511,592,669**	**21,040,593**

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending November 30, 2025 and 2024

	Month to Date		Variance
	Actual (Unaudited) November-25	Budget November-25	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	7,748,725	7,838,511	(89,787)
Wastewater Revenues	4,775,176	4,262,516	512,660
Legislative Surcharge	388,648	376,345	12,303
Other Revenues	36,600	42,917	(6,316)
System Development Charge	55,282	97,083	(41,801)
Total Operating Revenues	13,004,432	12,617,373	387,059
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	579,809	(170,520)
Power Purchases	1,288,838	1,466,769	177,931
Total Utility Costs	2,039,167	2,046,578	7,411
Salaries and Wages	1,974,992	2,145,851	170,858
Pension and Benefits	878,155	967,195	89,040
Total Salaries and Benefits	2,853,147	3,113,045	259,898
Capitalized Labor and Benefits	(89,270)	(404,696)	(315,426)
Net Salaries and Benefits	2,763,878	2,708,349	(55,528)
Administrative and General Expenses			
Sludge removal	146,745	97,175	(49,570)
Chemicals	193,559	248,799	55,240
Materials & Supplies	100,447	189,620	89,174
Transportation	13,005	64,840	51,835
Communications	4,620	19,909	15,289
Claims	2,350	20,848	18,498
Insurance	156,337	163,583	7,246
Training & Travel	49,512	65,544	16,032
Advertising	1,485	16,551	15,066
Miscellaneous	291,555	169,124	(122,431)
Regulatory Expense	21,918	44,873	22,955
Bad Debts Provision	78,833	84,475	5,643
Total Administrative and General Expense	1,060,366	1,185,344	124,978
Depreciation Expense	2,369,757	2,499,686	129,929
Contractual Expense			
Audit & Computer Maintenance	88,194	249,193	160,999
Building rental	50,984	75,781	24,797
Equipment rental	53,666	66,199	12,533
Legal	-	129,167	129,167
Laboratory	135,486	36,048	(99,438)
Other	130,818	234,315	103,497
Total Contractual Expense	459,148	790,702	331,555
Retiree Supp. Annuities and health care costs	585,783	326,266	(259,518)
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	644,625	385,309	(259,317)
Total Operating Expenses	9,336,941	9,615,968	279,027
Earnings (Loss) from Operations	3,667,491	3,001,405	666,086
Interest Income - Bond Funds	1,225,561	-	1,225,561
Interest Income - Other Funds	404,291	156,621	247,669
Interest Income - SDC	18,453	-	18,453
Interest Expense - Bonds	(3,369,662)	(3,402,190)	32,528
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(43,561)	-	(43,561)
Prior Year Adjustment	(190,838)	-	(190,838)
Total non-operating revenues (expenses)	(1,728,485)	(3,245,569)	1,517,084
Net Income (Loss) before capital contributions	1,939,006	(244,164)	2,183,170
Capital Contributions			
Grants from US Government	-	2,500,000	(2,500,000)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	42,500	2,500,000	(2,457,500)
Change in Net Position	1,981,506	2,255,836	(274,330)
Debt Service Calculation			
Earnings From Operations	3,667,491	3,001,405	
System Development Charge	(55,282)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	404,291	156,621	
Depreciation	2,369,757	2,499,686	
Regulatory Asset Adjustment - Legal expenses	-	125,000	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	183,333	
Balance Available for Debt Service per Section 6.12	6,445,098	5,928,005	
Balance Available for Debt Service per PUC	6,445,098	5,928,005	
Debt Service			
Principal	3,154,341	2,240,591	
Interest	1,065,211	2,075,349	
Total	4,219,552	4,315,940	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.53	1.37	
Debt Service Coverage (1.32X) (PUC)	1.53	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE C**
Comparative for the period ending November 30, 2025 and 2024

	Month to Date Actual (Unaudited) November-25	Month to Date Actual (Unaudited) November-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	7,748,725	7,874,329	(125,604)
Wastewater Revenues	4,775,176	4,394,843	380,333
Legislative Surcharge	388,648	373,799	14,850
Other Revenues	36,600	42,047	(5,446)
System Development Charge	55,282	79,646	(24,364)
Total Operating Revenues	13,004,432	12,764,663	239,768
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	840,729	(90,400)
Power Purchases	1,288,838	1,890,648	(601,809)
Total Utility Costs	2,039,167	2,731,377	(692,209)
Salaries and Wages	1,974,992	1,812,254	162,738
Pension and Benefits	878,155	798,561	79,594
Total Salaries and Benefits	2,853,147	2,610,816	242,332
Capitalized Labor and Benefits	(89,270)	(215,083)	125,813
Net Salaries and Benefits	2,763,878	2,395,733	368,145
Administrative and General Expenses			
Sludge removal	146,745	110,748	35,997
Chemicals	193,559	59,582	133,977
Materials & Supplies	100,447	116,277	(15,830)
Transportation	13,005	23,168	(10,163)
Communications	4,620	12,717	(8,096)
Claims	2,350	-	2,350
Insurance	156,337	154,434	1,903
Training & Travel	49,512	4,061	45,450
Advertising	1,485	1,000	485
Miscellaneous	291,555	100,231	191,325
Regulatory Expense	21,918	25,492	(3,575)
Bad Debts Provision	78,833	-	78,833
Total Administrative and General Expense	1,060,366	607,710	452,656
Depreciation Expense	2,369,757	2,386,294	(16,537)
Amortization of Regulatory Assets	-	52,912	(52,912)
Contractual Expense			
Audit & Computer Maintenance	88,194	170,606	(82,412)
Building rental	50,984	48,730	2,254
Equipment rental	53,666	4,177	49,489
Legal	-	-	-
Laboratory	135,486	99,890	35,596
Other	130,818	109,110	21,708
Total Contractual Expense	459,148	432,513	26,634
Retiree Supp. Annuities and health care costs	585,783	295,228	290,556
Contribution to Government of Guam	58,842	58,075	767
Total Retiree Benefits	644,625	353,303	291,322
Total Operating Expenses	9,336,941	8,959,842	377,099
Earnings (Loss) from Operations	3,667,491	3,804,822	(137,331)
Interest Income - Bond Funds	1,225,561	659,524	566,037
Interest Income - Other Funds	404,291	302,024	102,266
Interest Income - SDC	18,453	11,256	7,198
Interest Expense - Bonds	(3,369,662)	(2,284,112)	(1,085,550)
Amortization of Discount, Premium and Issuance Costs	227,271	209,450	17,821
Defeasance due to bond refunding	(43,561)	-	(43,561)
Prior Year Adjustment	(190,838)	-	(190,838)
Total non-operating revenues (expenses)	(1,728,485)	(1,101,858)	(626,627)
Net Income (Loss) before capital contributions	1,939,006	2,702,964	(763,958)
Capital Contributions			
Grants from US Government	-	648,454	(648,454)
Grants from GovGuam & Others	42,500	51,266	(8,766)
Total Capital Contributions	42,500	699,719	(657,219)
Change in Net Position	1,981,506	3,402,683	(1,421,177)
Debt Service Calculation			
Earnings From Operations	3,667,491	3,804,822	
System Development Charge	(55,282)	(79,646)	
Retiree COLA	58,842	58,075	
Interest/Investment Income	404,291	302,024	
Depreciation	2,369,757	2,386,294	
Balance Available for Debt Service per Section 6.12	6,445,098	6,471,569	
Balance Available for Debt Service per PUC	6,445,098	6,471,569	
Debt Service			
Principal	3,154,341	878,899	
Interest	1,065,211	2,363,129	
Total	4,219,552	3,242,027	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.53	2.00	
Debt Service Coverage (1.32X) (PUC)	1.53	2.00	

GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending November 30, 2025 and 2024

	Year to Date Actual (Unaudited) November-25	Budget November-25	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	16,070,285	15,677,023	393,262
Wastewater Revenues	10,429,022	8,525,033	1,903,989
Legislative Surcharge	828,706	752,690	76,016
Other Revenues	83,780	85,833	(2,053)
System Development Charge	206,901	194,167	12,734
Total Operating Revenues	27,618,693	25,234,746	2,383,947
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,500,658	1,159,618	(341,040)
Power Purchases	2,726,424	2,933,538	207,114
Total Utility Costs	4,227,082	4,093,156	(133,925)
Salaries and Wages	3,964,020	4,291,701	327,681
Pension and Benefits	1,853,278	1,934,390	81,111
Total Salaries and Benefits	5,817,298	6,226,091	408,793
Capitalized Labor and Benefits	(339,457)	(809,392)	(469,934)
Net Salaries and Benefits	5,477,841	5,416,699	(61,142)
Administrative and General Expenses			
Sludge removal	289,144	194,350	(94,795)
Chemicals	377,313	497,599	120,285
Materials & Supplies	270,087	379,241	109,154
Transportation	100,233	129,680	29,447
Communications	14,761	39,819	25,058
Claims	3,261	41,697	38,436
Insurance	312,674	327,167	14,493
Training & Travel	90,712	131,088	40,376
Advertising	11,662	33,103	21,441
Miscellaneous	519,479	338,249	(181,230)
Regulatory Expense	33,168	89,746	56,578
Bad Debts Provision	157,724	168,951	11,227
Total Administrative and General Expense	2,180,217	2,370,687	190,470
Depreciation Expense	4,743,881	4,999,372	255,491
Contractual Expense			
Audit & Computer Maintenance	199,762	498,386	298,624
Building rental	100,239	151,562	51,323
Equipment rental	53,666	132,397	78,732
Legal	-	258,333	258,333
Laboratory	201,733	72,096	(129,637)
Other	292,231	468,629	176,398
Total Contractual Expense	847,631	1,581,405	733,774
Retiree Supp. Annuities and health care costs	909,332	652,531	(256,801)
Contribution to Government of Guam	117,683	118,086	402
Total Retiree Benefits	1,027,016	770,617	(256,399)
Total Operating Expenses	18,503,667	19,231,937	728,269
Earnings (Loss) from Operations	9,115,026	6,002,809	3,112,216
Interest Income - Bond Funds	2,541,724	-	2,541,724
Interest Income - Other Funds	799,588	313,243	486,345
Interest Income - SDC	32,928	-	32,928
Interest Expense - Bonds	(6,746,688)	(6,804,380)	57,691
Amortization of Discount, Premium and Issuance Costs	454,542	-	454,542
Defeasance due to bond refunding	(87,121)	-	(87,121)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	7,775,471	-	7,775,471
Total non-operating revenues (expenses)	4,579,606	(6,491,137)	11,070,743
Net Income (Loss) before capital contributions	13,694,631	(488,328)	14,182,959
Capital Contributions			
Grants from US Government	-	5,000,000	(5,000,000)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	42,500	5,000,000	(4,957,500)
Change in Net Position	13,737,131	4,511,672	9,225,459
Debt Service Calculation			
Earnings From Operations	9,115,026	6,002,809	
System Development Charge	(206,901)	(194,167)	
Retiree COLA	117,683	118,086	
Interest/Investment Income	799,588	313,243	
Depreciation	4,743,881	4,999,372	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	250,000	
Rate Stabilization Fund	-	366,667	
Balance Available for Debt Service per Section 6.12	14,569,277	11,856,010	
Balance Available for Debt Service per PUC	14,569,277	11,856,010	
Debt Service			
Principal	6,308,682	4,481,182	
Interest	2,130,422	4,150,698	
Total	8,439,104	8,631,880	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.73	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending November 30, 2025 and 2024

SCHEDULE E

	Year to Date Actual (Unaudited) November-25	Year to Date Actual (Unaudited) November-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	16,070,285	15,205,175	865,110
Wastewater Revenues	10,429,022	8,894,629	1,534,393
Legislative Surcharge	828,706	731,330	97,376
Other Revenues	83,780	215,533	(131,753)
System Development Charge	206,901	243,864	(36,963)
Total Operating Revenues	27,618,693	25,290,531	2,328,162
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	1,500,658	1,567,192	(66,534)
Power Purchases	2,726,424	3,850,886	(1,124,462)
Total Utility Costs	4,227,082	5,418,078	(1,190,996)
Salaries and Wages	3,964,020	3,782,154	181,867
Pension and Benefits	1,853,278	1,644,995	208,283
Total Salaries and Benefits	5,817,298	5,427,149	390,150
Capitalized Labor and Benefits	(339,457)	(417,554)	78,097
Net Salaries and Benefits	5,477,841	5,009,594	468,246
Administrative and General Expenses			
Sludge removal	289,144	223,137	66,008
Chemicals	377,313	153,690	223,624
Materials & Supplies	270,087	225,523	44,563
Transportation	100,233	44,379	55,854
Communications	14,761	21,378	(6,617)
Claims	3,261	-	3,261
Insurance	312,674	308,868	3,806
Training & Travel	90,712	20,488	70,224
Advertising	11,662	325	11,337
Miscellaneous	519,479	210,836	308,643
Regulatory Expense	33,168	36,275	(3,108)
Bad Debts Provision	157,724	-	157,724
Total Administrative and General Expense	2,180,217	1,244,898	935,319
Depreciation Expense	4,743,881	4,795,397	(51,516)
Amortization of Regulatory Assets	-	105,824	(105,824)
Contractual Expense			
Audit & Computer Maintenance	199,762	267,665	(67,903)
Building rental	100,239	97,636	2,603
Equipment rental	53,666	4,177	49,489
Laboratory	201,733	105,202	96,531
Other	292,231	134,546	157,685
Total Contractual Expense	847,631	609,227	238,404
Retiree Supp. Annuities and health care costs	909,332	591,512	317,820
Contribution to Government of Guam	117,683	116,150	1,533
Total Retiree Benefits	1,027,016	707,662	319,354
Total Operating Expenses	18,503,667	17,890,681	612,986
Earnings (Loss) from Operations	9,115,026	7,399,850	1,715,176
Interest Income - Bond Funds	2,541,724	1,364,453	1,177,271
Interest Income - Other Funds	799,588	634,846	164,742
Interest Income - SDC	32,928	19,831	13,097
Interest Expense - Bonds	(6,746,688)	(4,568,224)	(2,178,465)
Amortization of Discount, Premium and Issuance Costs	454,542	418,900	35,641
Defeasance due to bond refunding	(87,121)		(87,121)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	7,775,471	-	7,775,471
Total non-operating revenues (expenses)	4,579,606	(2,130,194)	6,709,799
Net Income (Loss) before capital contributions	13,694,631	5,269,656	8,424,975
Capital Contributions			
Grants from US Government	-	358,856	(358,856)
Grants from GovGuam & Others	42,500	17,192	25,308
Total Capital Contributions	42,500	376,048	(333,548)
Change in Net Position	13,737,131	5,645,704	8,091,428
Debt Service Calculation			
Earnings From Operations	9,115,026	7,399,850	
System Development Charge	(206,901)	(243,864)	
Retiree COLA	117,683	116,150	
Interest/Investment Income	799,588	634,846	
Depreciation	4,743,881	4,795,397	
Transfer to Working Capital - Debt Service Reserve	14,569,277	12,702,379	
Principal	14,569,277	12,702,379	
Interest			
Total	6,308,682	1,757,798	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	2,130,422	4,726,257	
Debt Service Coverage (1.32X) (PUC)	8,439,104	6,484,055	
	1.73	1.96	
	1.73	1.96	

GUAM WATERWORKS AUTHORITY **SCHEDULE F**
Statement of Cash Flows
FY2026

	Unaudited YTD Nov-25	Unaudited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	21,782,100	147,575,163	(125,793,062)
Cash payments to suppliers for goods and services	(5,862,255)	(49,655,162)	43,792,906
Cash payments to employees for services	(5,338,055)	(32,564,391)	27,226,336
Cash payments for retiree healthcare costs and other benefits	(1,027,016)	(4,559,128)	3,532,112
Net cash provided by (used for) operating activities	9,554,774	60,796,482	(51,241,708)
Cash flows from noncaptial financing activities:			
Legal proceeds	7,775,471	3,522,589	4,252,882
Net cash provided by (used for) noncapital financing activities	7,775,471	3,522,589	4,252,882
Cash flow from capital and related financing activities:			
Federal grants received - Capital	5,322,676	9,481,944	(4,159,268)
Acquisition of capital assets	(5,396,471)	(64,662,679)	59,266,208
Proceeds from disposals of capital assets	-	(40,302)	40,302
Proceeds from revenue bond issuances	-	266,535,000	(266,535,000)
Principal paid on revenue bond maturities	-	(7,729,508)	7,729,508
Interest paid on revenue bonds	15,684	(28,614,861)	28,630,545
Net cash provided by (used for) capital and related financing activities	(58,112)	174,969,594	(175,027,706)
Cash flow from investing activities:			
Interest income received	3,374,240	13,116,571	(9,742,331)
Net cash provided by investing activities	3,374,240	13,116,571	(9,742,331)
Net change in cash and cash equivalents	20,646,374	252,405,237	(231,758,863)
Cash and cash equivalents at beginning of year	560,832,439	308,436,657	252,395,783
Cash and cash equivalents at end of year	581,478,813	560,841,893	20,636,919
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	9,115,026	37,238,841	(28,123,816)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	4,743,881	27,922,475	(23,178,594)
Bad debts (recovery)	157,724	1,490,311	(1,332,587)
Capitalized labor and benefits	(339,457)	(2,710,228)	2,370,770
Other Non-cash adjusments	(190,838)	(187,336)	(3,501)
(Increase) decrease in assets:			
Receivables	(5,852,261)	(2,416,911)	(3,435,350)
Materials and supplies inventories	(123,649)	(2,300,833)	2,177,184
Prepaid expenses	(1,762,376)	5,109	(1,767,486)
Increase (decrease) in liabilities:			
Accounts payable	1,757,248	(2,225,611)	3,982,859
Accrued payroll and employee benefits	479,243	1,926,175	(1,446,932)
Employee annual leave	-	-	-
Customers deposits	15,668	573,904	(558,236)
Due to grantor	-	1,500,000	(1,500,000)
Other liabilities	1,554,566	(19,414)	1,573,979
Net cash provided by (used for) operating activities	9,554,774	60,796,482	(51,241,708)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited November 30, 2025	Unaudited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	44,371,487	29,778,984	14,592,503
BOG O & M Reserve	15,959,802	15,858,170	101,633
BOG CapEx Fund	15,613,317	12,660,059	2,953,258
BOG Rate Stabilization Fund	10,450,000	10,450,000	-
Sub-total Unrestricted	**86,400,537**	**68,753,143**	**17,647,394**
RESTRICTED			
Bank Pacific	15,747	9,409	6,338
Bank of Hawaii	805,745	274,073	531,672
Community First FCU	2,575	1,751	824
First Hawaiian Bank	1,373	8,222	(6,849)
Bank Pacific Surcharge	1,062,908	302,974	759,934
Bank Pacific Escrow Deposit	1,347,343	1,347,321	23
BOG Customer Refunds	2,201,573	2,180,461	21,112
BOG Sewer Hookup Revolving Fund	2,292,322	2,278,951	13,372
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	589,938	660,099	(70,160)
BOG Revenue Trust Fund	7,721,215	12,772,177	(5,050,962)
BOG Capital Improvement Revenue Fund	13,019,704	15,993,890	(2,974,186)
	32,143,925	**38,912,809**	**(6,768,884)**
BOG - SDC Deposit	1,769,705	754,334	1,015,371
BOG - SDC CDs	7,500,000	8,250,000	(750,000)
Total SDC	**9,269,705**	**9,004,334**	**265,371**
Total Restricted	**41,413,630**	**47,917,143**	**(6,503,513)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,324,183	1,315,745	8,438
BOG Series 2016 Construction Fund	7,858,860	7,807,728	51,132
BOG Series 2017 Refunding Construction Fund	3,204,548	3,184,142	20,407
BOG Series 2020A Construction Fund	73,257,053	76,494,812	(3,237,759)
BOG Series 2025A Construction Fund	252,284,337	250,677,264	1,607,073
BOG CIF-Construction Fund Transfers	9,403,647	9,343,764	59,883
BOG Series 2025A COI Funds	37,647	73,682	(36,035)
Total Restricted - Held by Trustee	**347,370,275**	**348,897,136**	**(1,526,862)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	2,207,407	1,362,934	844,473
USB Series 2017 Debt Service Fund	2,389,722	1,485,212	904,511
USB Series 2020A Debt Service Fund	3,059,021	1,929,765	1,129,256
USB Series 2020B Debt Service Reserve Fund	2,041,012	1,284,405	756,607
USB Series 2024A Debt Service Fund	4,588,467	2,962,442	1,626,026
USB Series 2024B Debt Service Fund	2,900,613	1,782,255	1,118,358
USB Series 2025A Debt Service Fund	4,281,392	-	4,281,392
USB Series 2024A Debt Service Reserve Fund	41,712,318	41,343,585	368,733
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**106,294,371**	**95,265,017**	**11,029,354**
Total Restricted and Unrestricted Cash	**581,478,813**	**560,832,439**	**20,646,374**

GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B **SCHEDULE H**
November 30, 2025

Customer Name	No. of Accounts	AGING Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Guam Power Authority	25	$ 29,183	$ 9,865	$ 1	$ -	$ -	39,049
Guam Housing & Urban Renewal Authority	10	10,897	1,064	-	-	-	11,961
Guam Solid Waste Authority	4	1,233	77	-	-	-	1,310
Guam Housing Corporation	1	85	-	-	-	-	85
Total Autonomous Agencies	**40**	**$ 41,398**	**$ 11,005**	**$ 1**	**$ -**	**$ -**	**$ 52,405**
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	$ 60,513	$ 55,713	$ 3,728	$ -	$ -	119,953
University of Guam	47	51,001	-	$ -	$ -	$ -	51,001
Guam Environmental Protection Agency	2	307	-	-	-	-	307
Guam Community College	5	-	101	-	-	-	101
Total Semi-Autonomous Agencies	**57**	**$ 111,820**	**$ 55,814**	**$ 3,728**	**$ -**	**$ -**	**$ 171,361**
Line Agencies (Active)							
Department of Education	51	$ 333,571	$ 1,267	$ -	$ -	$ -	$ 334,837
Department of Corrections	9	181,372	131,037	-	-	-	312,409
Department of Parks & Recreation	13	41,773	28,309	-	-	-	70,082
Department of Public Works	9	24,951	22,305	-	-	-	47,257
Guam Fire Department	11	10,736	3,242	-	-	-	13,979
Guam Police Department	9	10,502	3,406	-	-	-	13,908
Office of the Governor	2	10,199	-	-	-	-	10,199
Department of Administration	6	10,005	-	-	-	-	10,005
Department of Public Health & Social Services	7	4,688	4,086	577	212	-	9,562
Department of Agriculture	7	5,972	1,834	-	-	-	7,806
Department of Military Affairs/GUARNG	1	3,973	3,661	-	-	-	7,635
Department of Youth Affairs	3	6,174	-	-	-	-	6,174
Department of Chamorro Affairs	9	2,649	908	-	-	-	3,556
Guam Homeland Security/Civil Defense	1	2,486	429	9	-	-	2,925
Department of Mental Health and Substance	4	2,603	-	-	-	-	2,603
Guam Public Library	6	1,160	266	-	-	-	1,426
Guam Visitors Bureau	2	798	591	-	-	-	1,389
Guam Veterans Affairs Office	2	997	-	-	-	-	997
Guam Energy Office	1	296	342	-	-	-	637
Department of Customs & Quarantine	1	635	-	-	-	-	635
Office of Technology	1	190	-	-	-	-	190
Total Line Agencies	**155**	**$ 655,729**	**$ 201,685**	**$ 586**	**$ 212**	**$ -**	**$ 858,212**
Other Government of Guam Entities (Active)							
Mayors Council of Guam	68	$ 35,701	$ 4,194	$ -	$ -	$ -	$ 39,894
Superior Court of Guam	2	1,834	977	-	-	-	2,811
Judiciary of Guam	4	330	-	-	-	-	330
Total Other Government of Guam Entities	**74**	**$ 37,865**	**$ 5,171**	**$ -**	**$ -**	**$ -**	**$ 43,036**
Total as of November 30, 2025 (Active)	**326**	**$ 846,812**	**$ 273,674**	**$ 4,315**	**$ 212**	**$ -**	**$ 1,125,014**

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of November 30, 2025

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	24%
Agriculture	399	32,337	8,781	2,899	1,773	56,967	102,758	0%
Commercial I	2,713	1,815,716	257,668	73,425	111,663	656,957	2,915,428	9%
Commercial II	50	448,605	45,406	30,946	37,904	250,021	812,882	3%
Commercial III	307	797,622	125,563	45,310	48,137	458,802	1,475,434	5%
Golf Course	14	13,331	3,479	14,471	2,866	7,207	41,353	0%
Hotel	53	2,687,250	123,216	158,158	161,108	1,605,289	4,735,020	15%
Irrigation	28	(2,576)	1,020	55	-	212	(1,288)	0%
Residential	47,432	6,053,616	1,106,360	678,275	384,928	5,717,193	13,940,373	44%
	51,445	**$ 18,219,084**	**$ 2,316,578**	**$ 1,317,152**	**$ 816,733**	**$ 8,879,714**	**$ 31,549,261**	**100%**
		58%	**7%**	**4%**	**3%**	**28%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**22,046,426**	
						Days Receivables Outstanding	43	

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	28%
Agriculture	379	32,337	8,749	1,979	1,453	6,165	50,684	0%
Commercial I	2,593	1,815,116	256,561	70,754	45,324	400,583	2,588,338	10%
Commercial II	38	448,605	45,406	30,946	37,904	95,505	658,367	2%
Commercial III	295	797,622	125,563	45,310	48,137	419,481	1,436,113	5%
Golf Course	12	13,331	3,479	14,471	2,866	1,050	35,196	0%
Hotel	52	2,687,250	123,216	158,158	161,108	1,435,584	4,565,315	17%
Irrigation	27	(2,576)	1,020	55	-	-	(1,501)	0%
Residential	40,460	6,086,314	1,053,388	620,652	331,460	2,187,965	10,279,780	38%
	44,305	**$ 18,251,182**	**$ 2,262,467**	**$ 1,255,938**	**$ 696,605**	**$ 4,673,401**	**$ 27,139,594**	**100%**
		67%	**8%**	**5%**	**3%**	**17%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**17,636,760**	

As of October 31, 2025

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 4,656,107	$ 488,200	$ 105,872	$ 40,146	$ 130,596	$ 5,420,921	19%
Agriculture	402	29,814	3,469	1,841	1,140	56,800	93,065	0%
Commercial I	2,709	1,850,811	237,410	140,378	40,759	640,003	2,909,361	10%
Commercial II	50	447,525	49,950	55,585	37,991	265,811	856,861	3%
Commercial III	307	694,401	68,049	48,509	36,330	452,428	1,299,716	5%
Golf Course	14	12,060	20,545	8,061	1,050	6,157	47,872	0%
Hotel	53	2,964,202	163,660	173,560	176,814	1,518,835	4,997,071	18%
Irrigation	28	4,009	1,092	67	-	212	5,380	0%
Residential	47,313	5,372,609	994,708	535,354	371,808	5,614,720	12,889,199	45%
	51,324	**$ 16,031,537**	**$ 2,027,082**	**$ 1,069,227**	**$ 706,038**	**$ 8,685,562**	**$ 28,519,446**	**100%**
		56%	**7%**	**4%**	**2%**	**30%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**19,016,612**	
						Days Receivables Outstanding	38	

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 4,656,107	$ 488,200	$ 105,872	$ 40,146	$ 130,596	$ 5,420,921	23%
Agriculture	382	29,782	2,549	1,521	908	6,230	40,991	0%
Commercial I	2,589	1,849,442	235,203	74,208	35,977	385,905	2,580,734	11%
Commercial II	38	447,525	49,950	55,585	37,991	111,295	702,345	3%
Commercial III	295	694,401	68,049	48,509	36,330	413,107	1,260,395	5%
Golf Course	12	12,060	20,545	8,061	1,050	-	41,715	0%
Hotel	52	2,964,202	163,660	173,560	176,814	1,349,131	4,827,367	20%
Irrigation	27	4,009	1,092	67	-	-	5,168	0%
Residential	40,454	5,310,548	954,093	487,695	313,594	2,132,888	9,198,817	38%
	44,297	**$ 15,968,075**	**$ 1,983,340**	**$ 955,078**	**$ 642,809**	**$ 4,529,152**	**$ 24,078,453**	**100%**
		66%	**8%**	**4%**	**3%**	**19%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**14,575,619**	

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	**AGING**						
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**	Days Payable Outstanding
November 30, 2025	$ 4,206,717	$ 1,026,886	$ 204,795	$ 22,553	$ 210,161	**$ 5,671,113**	
	74%	18%	4%	0%	4%	**100%**	40
October 31, 2025	$ 3,958,344	$ 308,039	$ 20,938	$ 3,253	$ 197,018	**$ 4,487,592**	
	88%	7%	0%	0%	4%	**100%**	36
September 30, 2025	$ 3,414,027	$ 316,058	$ 50,939	$ 6,029	$ 191,166	**$ 3,978,218**	
	86%	8%	1%	0%	5%	**100%**	36

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

CLASS		AUDITED										UNAUDITED	ANNUALIZED
		FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	FY2017 TOTAL CONSUMPTION (kGal)	FY2018 TOTAL CONSUMPTION (kGal)	FY2019 TOTAL CONSUMPTION (kGal)	FY2020 TOTAL CONSUMPTION (kGal)	FY2021 TOTAL CONSUMPTION (kGal)	FY2022 CONSUMPTION (kGal)	FY2023 TOTAL CONSUMPTION (kGal)	FY2024 TOTAL CONSUMPTION (kGal)	FY2025 TOTAL CONSUMPTION (kGal)	FY2026 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	3,115,717	3,064,638	3,058,429
C	Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	840,261	834,395	864,060
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	78,190
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	413,727
H	Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	635,654	686,269	633,237
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,403
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	38,316
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	2,910
	GRAND TOTAL	6,036,620	6,033,960	5,711,790	5,758,590	5,855,091	5,757,733	5,339,864	5,278,164	5,062,012	5,119,087	5,099,880	5,091,273

GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of November 30, 2025

Funding Summary

Total available project funds	$	21,421,323
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**9,216,652**

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	-	-	-
Groundwater Well Production Meter Rep.	151,207	-	151,207
	$ 12,193,071	**$ 11,601**	**$ 12,204,672**

Future planned projects

Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

GUAM WATERWORKS AUTHORITY
December 31, 2025
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Statements of Net Position
December 31, 2025

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited December 31, 2025	Unaudited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	85,869,806	68,753,143	17,116,663
Restricted Funds (Schedule G)	44,759,447	47,917,143	(3,157,696)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $9,671,785 at Dec 31, 2025 and $9,418,359 at Sep 30, 2025	22,354,075	16,213,731	6,140,344
Federal Receivable	1,025,713	6,877,296	(5,851,583)
Other Receivable	2,555,956	2,699,889	(143,933)
Prepaid Expenses	2,455,892	1,212,737	1,243,155
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Dec 31, 2025 and $199,791 at Sep 30, 2025	7,165,330	6,935,675	229,656
Total Current Assets	166,186,219	150,609,613	15,576,606
Property, Plant and Equipment			
Utility plant in service			
Water system	483,115,995	483,115,995	-
Wastewater system	686,191,704	686,191,704	-
Non-utility property	36,950,224	36,950,224	-
Total property	1,206,257,923	1,206,257,923	-
Less: Accumulated Depreciation	(487,769,383)	(480,656,082)	(7,113,302)
Land	5,811,163	5,811,163	-
Construction Work in Progress	128,303,964	119,557,004	8,746,960
Property, Plant and Equipment, net	852,603,667	850,970,008	1,633,659
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	344,248,662	348,897,136	(4,648,474)
Investments (Schedule G)	111,106,624	95,265,017	15,841,607
Total other noncurrent assets and deferred charges	455,355,286	444,162,154	11,193,132
Total Assets	1,474,755,887	1,446,352,490	28,403,397
Deferred outflows of resources			
Debt defeasance due to bond refunding	22,847,682	23,190,417	(342,735)
Deferred outflows from pension	13,056,974	13,056,974	-
Deferred outflows from OPEB	28,992,788	28,992,788	-
Total Assets and Deferred Outflows of Resources	**1,539,653,332**	**1,511,592,669**	**28,060,662**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	965,000	965,000	-
Series 2017 Refunding Bond	2,610,000	2,610,000	-
Series 2024A Refunding Bond	3,110,000	3,110,000	-
Series 2024B Refunding Bond	4,280,000	4,280,000	-
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	3,164,935	3,913,865	(748,930)
Accrued and Other Liabilities	11,650,736	9,366,213	2,284,523
Interest Payable	19,146,522	9,002,963	10,143,559
Accrued Payroll and Employee Benefits	2,464,664	2,829,713	(365,049)
Current portion of employee annual leave	1,928,693	1,928,693	-
Current portion of employee sick leave	250,400	250,400	-
Contractors' Payable	15,288,873	18,129,972	(2,841,100)
Customer and Other Deposits	2,591,310	2,613,337	(22,027)
Total Current Liabilities	67,494,766	59,043,790	8,450,975
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	80,000,000	80,000,000	-
Series 2017 Refunding Bond	52,565,000	52,565,000	-
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	127,505,000	127,505,000	-
Series 2024B Refunding Bond	42,920,000	42,920,000	-
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	50,282,829	50,964,641	(681,813)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	53,371,429	53,371,429	-
Net OPEB obligation	103,206,575	103,206,575	-
Employee Annual Leave, Less Current Portion	498,479	498,479	-
Employee Sick Leave	2,445,264	2,445,264	-
Total Liabilities	1,106,711,926	1,098,942,763	7,769,163
Deferred inflows of resources:			
Contribution in Aid of Construction	616,337	616,337	-
Rate Stabilization Fund	9,500,000	9,500,000	-
Deferred inflows from pension	4,909,340	4,909,340	-
Deferred inflows from OPEB	32,476,967	32,476,967	-
Debt defeasance due to bond refunding	6,555,032	6,767,085	(212,053)
Total Liabilities and Deferred Inflows of Resources	1,160,769,602	1,153,212,493	7,557,110
Net Position	378,883,729	358,380,177	**20,503,553**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,539,653,332**	**1,511,592,669**	**28,060,662**

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending December 31, 2025 and 2024

	Month to Date		Variance
	Actual (Unaudited) December-25	Budget December-25	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	8,516,130	7,838,511	677,619
Wastewater Revenues	5,270,038	4,262,516	1,007,522
Legislative Surcharge	432,251	376,345	55,906
Other Revenues	46,505	42,917	3,589
System Development Charge	167,523	97,083	70,440
Total Operating Revenues	14,432,448	12,617,373	1,815,075
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	579,809	(170,520)
Power Purchases	1,373,192	1,466,769	93,577
Total Utility Costs	2,123,521	2,046,578	(76,943)
Salaries and Wages	2,098,211	2,145,851	47,640
Pension and Benefits	979,211	967,195	(12,017)
Total Salaries and Benefits	3,077,422	3,113,045	35,623
Capitalized Labor and Benefits	(192,638)	(404,696)	(212,057)
Net Salaries and Benefits	2,884,784	2,708,349	(176,435)
Administrative and General Expenses			
Sludge removal	149,535	97,175	(52,360)
Chemicals	72,272	248,799	176,527
Materials & Supplies	146,198	189,620	43,423
Transportation	36,330	64,840	28,510
Communications	10,333	19,909	9,576
Claims	5,278	20,848	15,570
Insurance	156,337	163,583	7,246
Training & Travel	11,501	65,544	54,043
Advertising	6,937	16,551	9,614
Miscellaneous	193,643	169,124	(24,519)
Regulatory Expense	14,525	44,873	30,348
Bad Debts Provision	82,100	84,475	2,375
Total Administrative and General Expense	884,989	1,185,344	300,354
Depreciation Expense	2,369,421	2,499,686	130,266
Contractual Expense			
Audit & Computer Maintenance	159,368	249,193	89,825
Building rental	53,335	75,781	22,446
Equipment rental	21,216	66,199	44,983
Legal	-	129,167	129,167
Laboratory	132,576	36,048	(96,528)
Other	99,423	234,315	134,892
Total Contractual Expense	465,917	790,702	324,785
Retiree Supp. Annuities and health care costs	332,043	326,266	(5,778)
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	390,885	385,309	(5,576)
Total Operating Expenses	9,119,517	9,615,968	496,452
Earnings (Loss) from Operations	5,312,932	3,001,405	2,311,527
Interest Income - Bond Funds	1,216,170	-	1,216,170
Interest Income - Other Funds	389,476	156,621	232,855
Interest Income - SDC	11,242	-	11,242
Interest Expense - Bonds	(3,365,871)	(3,402,190)	36,319
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(43,561)	-	(43,561)
Legal settlements	2,072,828	-	2,072,828
Total non-operating revenues (expenses)	507,555	(3,245,569)	3,753,124
Net Income (Loss) before capital contributions	5,820,487	(244,164)	6,064,651
Capital Contributions			
Grants from US Government	887,186	2,500,000	(1,612,814)
Total Capital Contributions	887,186	2,500,000	(1,612,814)
Change in Net Position	6,707,673	2,255,836	4,451,837
Debt Service Calculation			
Earnings From Operations	5,312,932	3,001,405	
System Development Charge	(167,523)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	389,476	156,621	
Depreciation	2,369,421	2,499,686	
Regulatory Asset Adjustment - Legal expenses	-	125,000	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	183,333	
Balance Available for Debt Service per Section 6.12	7,963,146	5,928,005	
Balance Available for Debt Service per PUC	7,963,146	5,928,005	
Debt Service			
Principal	3,154,341	2,240,591	
Interest	1,065,211	2,075,349	
Total	4,219,552	4,315,940	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.89	1.37	
Debt Service Coverage (1.32X) (PUC)	1.89	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE C**
Comparative for the period ending December 31, 2025 and 2024

	Month to Date Actual (Unaudited) December-25	Month to Date Actual (Unaudited) December-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	8,516,130	7,008,033	1,508,097
Wastewater Revenues	5,270,038	4,366,111	903,927
Legislative Surcharge	432,251	342,613	89,638
Rate Stabilization Revenue Deferral	-	-	-
Other Revenues	46,505	39,528	6,978
System Development Charge	167,523	75,994	91,529
Total Operating Revenues	14,432,448	11,832,279	2,600,169
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	750,329	783,596	(33,267)
Power Purchases	1,373,192	1,913,208	(540,017)
Total Utility Costs	2,123,521	2,696,805	(573,284)
Salaries and Wages	2,098,211	1,877,917	220,295
Pension and Benefits	979,211	819,539	159,672
Total Salaries and Benefits	3,077,422	2,697,456	379,966
Capitalized Labor and Benefits	(192,638)	(161,000)	(31,638)
Net Salaries and Benefits	2,884,784	2,536,456	348,328
Administrative and General Expenses			
Sludge removal	149,535	109,651	39,884
Chemicals	72,272	100,377	(28,105)
Materials & Supplies	146,198	219,407	(73,209)
Transportation	36,330	28,430	7,900
Communications	10,333	12,502	(2,170)
Claims	5,278	-	5,278
Insurance	156,337	154,434	1,903
Training & Travel	11,501	18,902	(7,400)
Advertising	6,937	750	6,187
Miscellaneous	193,643	133,916	59,727
Regulatory Expense	14,525	12,599	1,926
Bad Debts Provision	82,100	-	82,100
Total Administrative and General Expense	884,989	790,967	94,022
Depreciation Expense	2,369,421	2,609,840	(240,419)
Amortization of Regulatory Assets	-	52,912	(52,912)
Contractual Expense			
Audit & Computer Maintenance	159,368	111,605	47,763
Building rental	53,335	48,730	4,604
Equipment rental	21,216	15,194	6,022
Laboratory	132,576	125,363	7,213
Other	99,423	90,319	9,104
Total Contractual Expense	465,917	391,211	74,706
Retiree Supp. Annuities and health care costs	332,043	363,306	(31,263)
Contribution to Government of Guam	58,842	58,075	767
Total Retiree Benefits	390,885	421,381	(30,496)
Total Operating Expenses	9,119,517	9,499,572	(380,055)
Earnings (Loss) from Operations	5,312,932	2,332,708	2,980,224
Interest Income - Bond Funds	1,216,170	662,526	553,644
Interest Income - Other Funds	389,476	385,148	4,328
Interest Income - SDC	11,242	26,102	(14,860)
Interest Expense - Bonds	(3,365,871)	(2,284,112)	(1,081,759)
Amortization of Discount, Premium and Issuance Costs	227,271	209,450	17,821
Defeasance due to bond refunding	(43,561)	-	(43,561)
Legal settlements	2,072,828	-	2,072,828
Total non-operating revenues (expenses)	507,555	(1,000,886)	(564,387)
Net Income (Loss) before capital contributions	5,820,487	1,331,821	4,488,666
Capital Contributions			
Grants from US Government	887,186	70,000	817,186
Total Capital Contributions	887,186	70,000	817,186
Change in Net Position	6,707,673	1,401,821	5,305,851

Debt Service Calculation		
Earnings From Operations	5,312,932	2,332,708
System Development Charge	(167,523)	(75,994)
Retiree COLA	58,842	58,075
Interest/Investment Income	389,476	385,148
Depreciation	2,369,421	2,609,840
Balance Available for Debt Service per Section 6.12	7,963,146	5,309,775
Balance Available for Debt Service per PUC	7,963,146	5,309,775
Debt Service		
Principal	3,154,341	878,899
Interest	1,065,211	2,363,129
Total	4,219,552	3,242,027
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.89	1.64
Debt Service Coverage (1.32X) (PUC)	1.89	1.64

GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending December 31, 2025 and 2024

	Year to Date Actual (Unaudited) December-25	Budget December-25	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	24,586,415	23,515,534	1,070,881
Wastewater Revenues	15,699,060	12,787,549	2,911,511
Legislative Surcharge	1,260,957	1,129,035	131,922
Other Revenues	130,285	128,750	1,535
System Development Charge	374,424	291,250	83,174
Total Operating Revenues	42,051,141	37,852,119	4,199,023
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,250,987	1,739,428	(511,559)
Power Purchases	4,099,615	4,400,307	300,691
Total Utility Costs	6,350,602	6,139,734	(210,868)
Salaries and Wages	6,062,231	6,437,552	375,321
Pension and Benefits	2,832,489	2,901,584	69,095
Total Salaries and Benefits	8,894,721	9,339,136	444,415
Capitalized Labor and Benefits	(532,096)	(1,214,088)	(681,992)
Net Salaries and Benefits	8,362,625	8,125,048	(237,576)
Administrative and General Expenses			
Sludge removal	438,679	291,525	(147,155)
Chemicals	449,585	746,398	296,813
Materials & Supplies	416,285	568,861	152,576
Transportation	136,563	194,520	57,957
Communications	25,094	59,728	34,634
Claims	8,539	62,545	54,006
Insurance	469,011	490,750	21,739
Training & Travel	102,213	196,632	94,419
Advertising	18,599	49,654	31,055
Miscellaneous	713,122	507,373	(205,749)
Regulatory Expense	47,693	134,619	86,926
Bad Debts Provision	239,824	253,426	13,602
Total Administrative and General Expense	3,065,207	3,556,031	490,824
Depreciation Expense	7,113,302	7,499,059	385,757
Contractual Expense			
Audit & Computer Maintenance	359,130	747,580	388,450
Building rental	153,574	227,343	73,769
Equipment rental	74,882	198,596	123,714
Legal	-	387,500	387,500
Laboratory	334,309	108,144	(226,165)
Other	332,906	702,944	370,039
Total Contractual Expense	1,254,800	2,372,107	1,117,308
Retiree Supp. Annuities and health care costs	1,241,376	978,797	(262,579)
Contribution to Government of Guam	176,525	177,129	604
Total Retiree Benefits	1,417,901	1,155,926	(261,975)
Total Operating Expenses	27,564,436	28,847,905	1,283,469
Earnings (Loss) from Operations	14,486,706	9,004,214	5,482,492
Interest Income - Bond Funds	3,757,895	-	3,757,895
Interest Income - Other Funds	1,189,064	469,864	719,200
Interest Income - SDC	44,170	-	44,170
Interest Expense - Bonds	(10,112,560)	(10,206,570)	94,010
Amortization of Discount, Premium and Issuance Costs	681,813	-	681,813
Defeasance due to bond refunding	(130,682)	-	(130,682)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	9,848,299	-	9,848,299
Total non-operating revenues (expenses)	5,087,161	(9,736,706)	14,823,867
Net Income (Loss) before capital contributions	19,573,867	(732,492)	20,306,358
Capital Contributions			
Grants from US Government	887,186	7,500,000	(6,612,814)
Grants from GovGuam & Others	42,500	-	42,500
Total Capital Contributions	929,686	7,500,000	(6,570,314)
Change in Net Position	20,503,553	6,767,508	13,736,044
Debt Service Calculation			
Earnings From Operations	14,486,706	9,004,214	
System Development Charge	(374,424)	(291,250)	
Retiree COLA	176,525	177,129	
Interest/Investment Income	1,189,064	469,864	
Depreciation	7,113,302	7,499,059	
Plus withdrawals (deposits) to Rate Stabilization Fund	-	375,000	
Rate Stabilization Fund	-	550,000	
Balance Available for Debt Service per Section 6.12	22,591,172	17,784,016	
Balance Available for Debt Service per PUC	22,591,172	17,784,016	
Debt Service			
Principal	9,463,023	6,721,773	
Interest	3,195,633	6,226,047	
Total	12,658,656	12,947,820	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.78	1.37	

GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending December 31, 2025 and 2024

SCHEDULE E

	Year to Date Actual (Unaudited) December-25	Year to Date Actual (Unaudited) December-24	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	24,586,415	22,213,208	2,373,207
Wastewater Revenues	15,699,060	13,260,740	2,438,320
Legislative Surcharge	1,260,957	1,073,943	187,014
Other Revenues	130,285	255,061	(124,775)
System Development Charge	374,424	319,858	54,566
Total Operating Revenues	42,051,141	37,122,810	4,928,331
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	2,250,987	2,350,788	(99,801)
Power Purchases	4,099,615	5,764,094	(1,664,479)
Total Utility Costs	6,350,602	8,114,883	(1,764,280)
Salaries and Wages	6,062,231	5,660,070	402,161
Pension and Benefits	2,832,489	2,464,535	367,955
Total Salaries and Benefits	8,894,721	8,124,605	770,116
Capitalized Labor and Benefits	(532,096)	(578,554)	46,458
Net Salaries and Benefits	8,362,625	7,546,050	816,574
Administrative and General Expenses			
Sludge removal	438,679	332,788	105,891
Chemicals	449,585	254,066	195,519
Materials & Supplies	416,285	444,930	(28,645)
Transportation	136,563	72,809	63,754
Communications	25,094	33,881	(8,787)
Claims	8,539	-	8,539
Insurance	469,011	463,302	5,709
Training & Travel	102,213	39,389	62,824
Advertising	18,599	1,075	17,524
Miscellaneous	713,122	344,752	368,370
Regulatory Expense	47,693	48,874	(1,181)
Bad Debts Provision	239,824	-	239,824
Total Administrative and General Expense	3,065,207	2,035,866	1,029,341
Depreciation Expense	7,113,302	7,405,237	(291,935)
Amortization of Regulatory Assets	-	158,736	(158,736)
Contractual Expense			
Audit & Computer Maintenance	359,130	379,270	(20,140)
Building rental	153,574	146,366	7,207
Equipment rental	74,882	19,371	55,511
Laboratory	334,309	230,565	103,744
Other	332,906	224,865	108,040
Total Contractual Expense	1,254,800	1,000,438	254,362
Retiree Supp. Annuities and health care costs	1,241,376	954,818	286,558
Contribution to Government of Guam	176,525	174,225	2,300
Total Retiree Benefits	1,417,901	1,129,043	288,858
Total Operating Expenses	27,564,436	27,390,253	174,183
Earnings (Loss) from Operations	14,486,706	9,732,557	4,754,148
Interest Income - Bond Funds	3,757,895	2,026,979	1,730,916
Interest Income - Other Funds	1,189,064	1,019,994	169,070
Interest Income - SDC	44,170	45,933	(1,763)
Interest Expense - Bonds	(10,112,560)	(6,852,336)	(3,260,224)
Amortization of Discount, Premium and Issuance Costs	681,813	628,350	53,462
Defeasance due to bond refunding	(130,682)		(130,682)
Prior Year Adjustment	(190,838)	-	(190,838)
Legal settlements	9,848,299	-	9,848,299
Total non-operating revenues (expenses)	5,087,161	(3,131,080)	8,218,241
Net Income (Loss) before capital contributions	19,573,867	6,601,477	12,972,389
Capital Contributions			
Grants from US Government	887,186	428,856	458,330
Grants from GovGuam & Others	42,500	17,192	25,308
Total Capital Contributions	929,686	446,048	483,638
Change in Net Position	20,503,553	7,047,525	13,456,028
Debt Service Calculation			
Earnings From Operations	14,486,706	9,732,557	
System Development Charge	(374,424)	(319,858)	
Retiree COLA	176,525	174,225	
Interest/Investment Income	1,189,064	1,019,994	
Depreciation	7,113,302	7,405,237	
Balance Available for Debt Service per Section 6.12	22,591,172	18,012,155	
Balance Available for Debt Service per PUC	22,591,172	18,012,155	
Debt Service			
Principal	9,463,023	2,636,697	
Interest	3,195,633	7,089,386	
Total	12,658,656	9,726,082	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.78	1.85	
Debt Service Coverage (1.32X) (PUC)	1.78	1.85	

GUAM WATERWORKS AUTHORITY **SCHEDULE F**
Statement of Cash Flows
FY2026

	Unaudited YTD Dec-25	Unaudited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	35,792,879	147,575,163	(111,782,283)
Cash payments to suppliers for goods and services	(10,558,841)	(49,655,162)	39,096,321
Cash payments to employees for services	(9,259,769)	(32,564,391)	23,304,622
Cash payments for retiree healthcare costs and other benefits	(1,417,901)	(4,559,128)	3,141,227
Net cash provided by (used for) operating activities	14,556,369	60,796,482	(46,240,113)
Cash flows from noncaptial financing activities:			
Legal proceeds	9,848,299	3,522,589	6,325,710
Net cash provided by (used for) noncapital financing activities	9,848,299	3,522,589	6,325,710
Cash flow from capital and related financing activities:			
Federal grants received - Capital	6,781,268	9,481,944	(2,700,675)
Acquisition of capital assets	(11,055,964)	(64,662,679)	53,606,715
Proceeds from disposals of capital assets	-	(40,302)	40,302
Proceeds from revenue bond issuances	-	266,535,000	(266,535,000)
Principal paid on revenue bond maturities	-	(7,729,508)	7,729,508
Interest paid on revenue bonds	30,999	(28,614,861)	28,645,860
Net cash provided by (used for) capital and related financing activities	(4,243,697)	174,969,594	(179,213,291)
Cash flow from investing activities:			
Interest income received	4,991,128	13,116,571	(8,125,443)
Net cash provided by investing activities	4,991,128	13,116,571	(8,125,443)
Net change in cash and cash equivalents	25,152,099	252,405,237	(227,253,138)
Cash and cash equivalents at beginning of year	560,832,439	308,436,657	252,395,783
Cash and cash equivalents at end of year	585,984,538	560,841,893	25,142,645
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	14,486,706	37,238,841	(22,752,136)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	7,113,302	27,922,475	(20,809,173)
Bad debts (recovery)	239,824	1,490,311	(1,250,487)
Capitalized labor and benefits	(532,096)	(2,710,228)	2,178,132
Non-cash pension costs	-	-	-
Non-cash OPEB costs	-	-	-
Other Non-cash adjusments	(190,838)	(187,336)	(3,501)
(Increase) decrease in assets:			
Receivables	(6,236,235)	(2,416,911)	(3,819,324)
Materials and supplies inventories	(229,656)	(2,300,833)	2,071,178
Prepaid expenses	(1,243,155)	5,109	(1,248,265)
Increase (decrease) in liabilities:			
Accounts payable	(748,930)	(2,225,611)	1,476,681
Accrued payroll and employee benefits	(365,049)	1,926,175	(2,291,223)
Employee annual leave	-	-	-
Customers deposits	(22,027)	573,904	(595,931)
Due to grantor	-	1,500,000	(1,500,000)
Other liabilities	2,284,523	(19,414)	2,303,936
Net cash provided by (used for) operating activities	14,556,369	60,796,482	(46,240,113)

GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited December 31, 2025	Unaudited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	43,784,754	29,778,984	14,005,770
BOG O & M Reserve	16,007,235	15,858,170	149,065
BOG CapEx Fund	15,621,887	12,660,059	2,961,828
BOG Rate Stabilization Fund	10,450,000	10,450,000	-
Sub-total Unrestricted	**85,869,806**	**68,753,143**	**17,116,663**
RESTRICTED			
Bank Pacific	13,526	9,409	4,117
Bank of Hawaii	281,311	274,073	7,238
Community First FCU	2,810	1,751	1,059
First Hawaiian Bank	1,571	8,222	(6,651)
Bank Pacific Surcharge	1,448,216	302,974	1,145,242
Bank Pacific Escrow Deposit	1,347,343	1,347,321	23
BOG Customer Refunds	2,205,237	2,180,461	24,776
BOG Sewer Hookup Revolving Fund	2,306,719	2,278,951	27,768
BOG Operation and Maintenance Fund	3,083,482	3,083,482	-
BOG Revenue Trust	829,326	660,099	169,228
BOG Revenue Trust Fund	10,780,096	12,772,177	(1,992,081)
BOG Capital Improvement Revenue Fund	13,064,048	15,993,890	(2,929,843)
	35,363,685	**38,912,809**	**(3,549,124)**
BOG - SDC Deposit	395,762	754,334	(358,572)
BOG - SDC CDs	9,000,000	8,250,000	750,000
Total SDC	**9,395,762**	**9,004,334**	**391,428**
Total Restricted	**44,759,447**	**47,917,143**	**(3,157,696)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,326,901	1,315,745	11,156
BOG Series 2016 Construction Fund	7,826,433	7,807,728	18,706
BOG Series 2017 Refunding Construction Fund	3,214,072	3,184,142	29,931
BOG Series 2020A Construction Fund	69,379,737	76,494,812	(7,115,075)
BOG Series 2025A Construction Fund	253,032,165	250,677,264	2,354,901
BOG CIF-Construction Fund Transfers	9,431,594	9,343,764	87,830
BOG Series 2024AB COI Funds	-	-	-
BOG Series 2025A COI Funds	37,758	73,682	(35,924)
Total Restricted - Held by Trustee	**344,248,662**	**348,897,136**	**(4,648,474)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	2,631,240	1,362,934	1,268,306
USB Series 2017 Debt Service Fund	2,843,683	1,485,212	1,358,471
USB Series 2020A Debt Service Fund	3,625,763	1,929,765	1,695,998
USB Series 2020B Debt Service Reserve Fund	2,420,734	1,284,405	1,136,329
USB Series 2024A Debt Service Fund	5,404,489	2,962,442	2,442,047
USB Series 2024B Debt Service Fund	3,461,911	1,782,255	1,679,655
USB Series 2025A Debt Service Fund	5,718,660	-	5,718,660
USB Series 2024A Debt Service Reserve Fund	41,885,725	41,343,585	542,140
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**111,106,624**	**95,265,017**	**15,841,607**
Total Restricted and Unrestricted Cash	**585,984,538**	**560,832,439**	**25,152,099**

GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B **SCHEDULE H**
December 31, 2025

Customer Name	No. of Accounts	AGING Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total
Autonomous Agencies (Active)							
Port Authority of Guam	6	$ 60,371	$ -	$ -	$ -	$ -	60,371
Guam Power Authority	25	43,141	10,937	1	-	-	54,080
Guam Housing & Urban Renewal Authority	10	9,598	-	-	-	-	9,598
Guam Solid Waste Authority	4	909	77	-	-	-	986
Guam Housing Corporation	1	83	-	-	-	-	83
Total Autonomous Agencies	**46**	**$ 114,103**	**$ 11,014**	**$ 1**	**$ -**	**$ -**	**$ 125,119**
Semi-Autonomous Agencies (Active)							
Guam Memorial Hospital Authority	3	$ 60,367	$ 60,513	$ 55,713	$ 3,728	$ -	180,320
University of Guam	47	60,011	-	$ -	$ -	$ -	60,011
Guam Environmental Protection Agency	2	297	307	-	-	-	603
Total Semi-Autonomous Agencies	**52**	**$ 120,675**	**$ 60,820**	**$ 55,713**	**$ 3,728**	**$ -**	**$ 240,934**
Line Agencies (Active)							
Department of Education	51	$ 355,252	$ 5,986	$ -	$ -	$ -	$ 361,238
Department of Corrections	9	185,968	682	-	-	-	186,651
Department of Parks & Recreation	13	36,754	15,667	-	-	-	52,421
Department of Public Works	9	26,636	-	-	-	-	26,636
Department of Administration	6	12,998	7,925	-	-	-	20,923
Guam Fire Department	11	10,464	6,225	3,242	-	-	19,932
Department of Military Affairs/GUARNG	1	5,439	3,973	3,661	-	-	13,074
Department of Public Health & Social Services	7	4,164	4,688	3,100	528	-	12,479
Department of Youth Affairs	3	3,187	6,174	-	-	-	9,362
Guam Police Department	9	5,906	672	54	-	-	6,632
Guam Homeland Security/Civil Defense	1	1,761	2,486	429	9	-	4,686
Department of Agriculture	7	3,556	45	-	-	-	3,600
Guam Association of Retired Persons	1	3,442	-	-	-	-	3,442
Department of Mental Health And Substance	1	2,433	-	-	-	-	2,433
Guam Veterans Affairs Office	2	1,156	997	-	-	-	2,153
Office of the Governor	2	2,002	-	-	-	-	2,002
Department of Customs & Quarantine	1	635	635	-	-	-	1,271
Guam Energy Office	1	702	296	-	-	-	998
Guam Visitors Bureau	2	428	89	-	-	-	518
Guam Public Library	6	366	-	-	-	-	366
Department of Chamorro Affairs	9	45	-	-	-	-	45
Total Line Agencies	**152**	**$ 663,297**	**$ 56,540**	**$ 10,487**	**$ 537**	**$ -**	**$ 730,860**
Other Government of Guam Entities (Active)							
Mayors Council of Guam	68	$ 21,189	$ 5,222	$ 4,063	$ -	$ -	$ 30,474
Superior Court of Guam	2	977	-	-	-	-	977
Total Other Government of Guam Entities	**70**	**$ 22,166**	**$ 5,222**	**$ 4,063**	**$ -**	**$ -**	**$ 31,451**
Total as of December 31, 2025 (Active)	**320**	**$ 920,240**	**$ 133,596**	**$ 70,263**	**$ 4,265**	**$ -**	**$ 1,128,363**

GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of December 31, 2025

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 6,598,224	$ 291,746	$ 276,314	$ 22,461	$ 131,644	$ 7,320,389	23%
Agriculture	398	33,498	5,499	6,197	1,518	53,851	100,563	0%
Commercial I	2,715	2,240,174	157,002	73,592	50,896	721,740	3,243,404	10%
Commercial II	52	481,754	79,808	40,926	26,629	244,546	873,663	3%
Commercial III	308	790,280	75,327	53,126	48,906	465,615	1,433,254	4%
Golf Course	14	9,022	205	124	9,099	6,157	24,608	0%
Hotel	54	3,299,742	197,592	67,027	118,246	1,644,744	5,327,351	17%
Irrigation	28	3,377	423	145	55	212	4,211	0%
Residential	47,512	5,648,021	1,150,109	641,817	490,578	5,767,892	13,698,416	43%
	51,529	**$ 19,104,093**	**$ 1,957,710**	**$ 1,159,268**	**$ 768,388**	**$ 9,036,400**	**$ 32,025,860**	**100%**
		60%	**6%**	**4%**	**2%**	**28%**		
						Less Allowance for Doubtful Accounts:	(9,671,785)	
						Net Accounts Receivable:	**22,354,075**	
						Days Receivables Outstanding	43	

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	448	$ 6,598,224	$ 291,746	$ 276,314	$ 22,461	$ 131,644	$ 7,320,389	27%
Agriculture	378	32,791	5,499	6,197	1,518	5,988	51,993	0%
Commercial I	2,595	2,236,750	155,946	71,755	48,821	404,142	2,917,413	11%
Commercial II	38	481,754	79,808	40,926	26,629	90,030	719,148	3%
Commercial III	294	790,160	75,327	47,327	39,899	426,294	1,379,007	5%
Golf Course	12	9,022	205	124	9,099	-	18,451	0%
Hotel	53	3,299,742	197,592	67,027	118,246	1,475,040	5,157,647	19%
Irrigation	27	3,377	423	145	55	-	3,999	0%
Residential	40,462	5,596,814	1,101,494	587,060	436,300	2,205,579	9,927,247	36%
	44,307	**$ 19,048,635**	**$ 1,908,039**	**$ 1,096,875**	**$ 703,029**	**$ 4,738,717**	**$ 27,495,295**	**100%**
		69%	**7%**	**4%**	**3%**	**17%**		
					Less Allowance for Doubtful Accounts:		(9,671,785)	
					Net Accounts Receivable:		**17,823,510**	

As of November 30, 2025

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	24%
Agriculture	399	32,337	8,781	2,899	1,773	56,967	102,758	0%
Commercial I	2,713	1,815,716	257,668	73,425	111,663	656,957	2,915,428	9%
Commercial II	50	448,605	45,406	30,946	37,904	250,021	812,882	3%
Commercial III	307	797,622	125,563	45,310	48,137	458,802	1,475,434	5%
Golf Course	14	13,331	3,479	14,471	2,866	7,207	41,353	0%
Hotel	53	2,687,250	123,216	158,158	161,108	1,605,289	4,735,020	15%
Irrigation	28	(2,576)	1,020	55	-	212	(1,288)	0%
Residential	47,432	6,053,616	1,106,360	678,275	384,928	5,717,193	13,940,373	44%
	51,445	**$ 18,219,084**	**$ 2,316,578**	**$ 1,317,152**	**$ 816,733**	**$ 8,879,714**	**$ 31,549,261**	**100%**
		58%	**7%**	**4%**	**3%**	**28%**		
						Less Allowance for Doubtful Accounts:	(9,502,834)	
						Net Accounts Receivable:	**22,046,426**	
						Days Receivables Outstanding	43	

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		A G I N G						
Government	449	$ 6,373,183	$ 645,084	$ 313,613	$ 68,355	$ 127,067	$ 7,527,302	28%
Agriculture	379	32,337	8,749	1,979	1,453	6,165	50,684	0%
Commercial I	2,593	1,815,116	256,561	70,754	45,324	400,583	2,588,338	10%
Commercial II	38	448,605	45,406	30,946	37,904	95,505	658,367	2%
Commercial III	295	797,622	125,563	45,310	48,137	419,481	1,436,113	5%
Golf Course	12	13,331	3,479	14,471	2,866	1,050	35,196	0%
Hotel	52	2,687,250	123,216	158,158	161,108	1,435,584	4,565,315	17%
Irrigation	27	(2,576)	1,020	55	-	-	(1,501)	0%
Residential	40,460	6,086,314	1,053,388	620,652	331,460	2,187,965	10,279,780	38%
	44,305	**$ 18,251,182**	**$ 2,262,467**	**$ 1,255,938**	**$ 696,605**	**$ 4,673,401**	**$ 27,139,594**	**100%**
		67%	**8%**	**5%**	**3%**	**17%**		
					Less Allowance for Doubtful Accounts:		(9,502,834)	
					Net Accounts Receivable:		**17,636,760**	

GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	**AGING**						
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**	Days Payable Outstanding
December 31, 2025	$ 2,231,882	$ 150,545	$ 489,348	$ 90,337	$ 202,822	**$ 3,164,935**	
	71%	5%	15%	3%	6%	**100%**	31
November 30, 2025	$ 4,206,717	$ 1,026,886	$ 204,795	$ 22,553	$ 210,161	**$ 5,671,113**	
	74%	18%	4%	0%	4%	**100%**	40
October 31, 2025	$ 3,958,344	$ 308,039	$ 20,938	$ 3,253	$ 197,018	**$ 4,487,592**	
	88%	7%	0%	0%	4%	**100%**	36

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

CLASS		AUDITED										UNAUDITED	ANNUALIZED
		FY2015 TOTAL CONSUMPTION (kGal)	FY2016 TOTAL CONSUMPTION (kGal)	FY2017 TOTAL CONSUMPTION (kGal)	FY2018 TOTAL CONSUMPTION (kGal)	FY2019 TOTAL CONSUMPTION (kGal)	FY2020 TOTAL CONSUMPTION (kGal)	FY2021 TOTAL CONSUMPTION (kGal)	FY2022 CONSUMPTION (kGal)	FY2023 TOTAL CONSUMPTION (kGal)	FY2024 TOTAL CONSUMPTION (kGal)	FY2025 TOTAL CONSUMPTION (kGal)	FY2026 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	3,115,717	3,064,638	3,081,028
C	Commercial	1,020,089	1,022,890	964,639	910,905	906,192	822,029	786,054	818,460	816,393	840,261	834,395	876,380
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	79,479
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	437,274
H	Hotel	999,116	1,008,087	1,004,525	989,723	1,079,919	714,161	448,034	462,757	554,767	635,654	686,269	679,955
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,494
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	42,463
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	3,242
	GRAND TOTAL	6,036,620	6,033,960	5,711,790	5,758,590	5,855,091	5,757,733	5,339,864	5,278,164	5,062,012	5,119,087	5,099,880	5,202,315

GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of December 31, 2025

		Total
Funding Summary		
Total available project funds	$	21,600,450
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**9,395,778**

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	-	-	-
Groundwater Well Production Meter Rep.	151,207	-	151,207
	$ 12,193,071	**$ 11,601**	**$ 12,204,672**

Future planned projects

Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

Issues for Decision

Resolution No. 04-FY2026
Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM

What is the project's objective and is it necessary and urgent?
GWA management is seeking CCU approval of Amendment No. 3 to Owner-Engineer IDIQ contract to execute Task Order No. 3 with AECOM and increase funding accordingly to accomplish the scope as described in Exhibit F – Task Order No. 3 Fee and Scope Proposal.

Assessment and preliminary design services for the following projects for Task Order No. 3 includes:

a) Hagåtña Relief Line. Approximately 995 linear feet (LF) of a 36-inch diameter sewer pipe will be assessed for rehabilitation or replacement to help eliminate infiltration and inflow (I/I) into our sewer collections system.
b) Cars Plus Gravity Sewer Relocation. Existing collection lines currently run through the Cars Plus parking lot south of the car wash facility, and beneath several parking areas to the north end of the site. Assessments will be done on the site to determine the relocation design of the lines. Several properties along the east side of Paterno Street with be provided with cleanouts and connection points at their ROW lines.

As of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA).

In order to accomplish time sensitive work required by the PCD, GWA negotiated with AECOM to provide assessment and design services sewer main line (SML) mentioned above.

The objective of these projects is to improve the performance of the sewer collection/transmission system for the protection of human and environmental health and to meet the project deadlines stated in the PCD.

Where is the location?
The sewer line projects are located in villages of Hagåtña and Mongmong-Toto-Maite.

How much will it cost?
Task Order No. 3 will cost a total amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04). To execute Amendment No. 3 to the Owner-Engineer IDIQ contract agreement it is necessary to increase the maximum contract amount to Nine Million Seven Hundred Fifty-One Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49).

When will it be completed?
The completion of these projects will depend on site-specific conditions including, the severity of repairs, extent of sewer transmission system replacement, environmental conditions, and permitting requirements, and available funding. The estimated completion time for these projects is two years.

What is the funding source?
The funding for this project is available through bonds, grants, internally funded capital improvement program (IFCIP) funds and SDC funds.

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. 04-FY2026

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES FOR ISLANDWIDE SEWER COLLECTION/TRANSMISSION SYSTEM REPAIR, REHABILITATION, AND REPLACEMENT PROJECT FOR AECOM TECHNICAL SERVICES, INC., GWA PROJECT NO. S22-02-BND

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 (IDIQ) contract agreement to AECOM Technical Services, Inc. (AECOM) for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project (SEE EXHIBIT A – AECOM Agreement); and

WHEREAS, following CCU approval GWA management increased the total amount of the IDIQ Contract by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($4,035,054.17) for a new total contract amount of Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($5,035,054.17) to execute Amendment No. 1 to Task Order No. 1, and Task Order No. 2 (SEE EXHIBIT B – Contract Amendment 1); and

WHEREAS, as of August 9th, 2024, GWA entered into a Partial Consent Decree (PCD) with the USEPA under the Clean Water Act (CWA) (SEE EXHIBIT C – Consent Decree Compliance Requirements); and

//

WHEREAS, in order to accomplish time sensitive work required by the PCD, GWA negotiated Task Order 2 with AECOM to conduct sewer main line (SML) assessment and preliminary design for high priority areas in the northern half of the island, and pump station (PS) assessment and complete design for high priority pump stations, Ypao PS and Mamajanao PS (SEE EXHIBIT D – AECOM Task Order 2); and

WHEREAS, GWA amended AECOM's IDIQ contract for PM-CM services under Amendment No. 2 to increase funding by Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28), for a new total contract amount of Eight Million Four Hundred Seven Thousand Four Hundred Eighty Six Dollars and Forty-Five Cents ($8,407,486.45) to execute Amendment 1 to TO-2 for the design of The Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduction of sewer main line (SML) assessment and preliminary design of additional acute defects, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations (SEE EXHIBIT E – GWA Resolution No. 36-FY2025 with Final Scope and Fee); and

WHEREAS, as work continues to progress, in order to address new PCD sewer work, GWA negotiated with AECOM to conduct the Hagåtña Relief Line Assessment and Design Project, and the CarsPlus Gravity Sewer Relocation Design Project as part of a combined Task Order No. 3 (SEE EXHIBIT F – Task Order No. 3 Fee and Scope Proposal) in the amount of One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04); and

WHEREAS, GWA management seeks CCU approval to authorize GWA management to increase the total amount of AECOM's IDIQ Contract for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation by an amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04) for a new maximum contract value of Nine Million Seven Hundred Fifty-One Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49); and

//

WHEREAS, this will bring the total authorized contract amount of Nine Million Seven Hundred Fifty-One Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49) to execute Amendment No. 3 to Owner-Engineer Agreement Contract and Task Order No. 3; and

WHEREAS, the funding for this request will be from Grants, Bonds, or IFCIP funds, by Task Order; and

WHEREAS, the CCU must approve all petitions that will be submitted to the PUC; and

WHEREAS, GWA Management seeks authorization to notify the Public Utilities Commission as appropriate under the Contract Review Protocol to petition for approval if the use of Bond funds exceeds the applicable threshold.

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 Task Order No. 3 is necessary to assist GWA in meeting the Partial Consent Decree requirements.
3. The CCU hereby approves the funding for Task Order No. 3 to complete the Hagåtña Relief Line Assessment and Design Project, and the CarsPlus Gravity Sewer Relocation Design Project by an amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04).
4. The CCU hereby approves increasing the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by an amount not to exceed One Million Three Hundred Forty-Four Thousand Two Hundred Four Dollars and Four Cents ($1,344,204.04) for the execution of Task Order No. 3.
5. The CCU hereby further approves the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by amount not to exceed Nine Million Seven Hundred Fifty-One Thousand Six Hundred Ninety Dollars and Forty-Nine Cents ($9,751,690.49).

6. The CCU hereby further approves the use of GWA bond funds, USEPA grants, internally funded capital improvement program (IFCIP) funds, and System Development (SDC) funds to fund the IDIQ Contract, Task Order No. 3.
7. The CCU further approves management to duly notify the Public Utilities Commission that this contract will exceed One Million Dollars ($1,000,000.00), and is funded by bonds identified on the GWA Capital Improvements Plan, USEPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge (SDC) funds.

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

DULY AND REGULARLY ADOPTED, this 27th day of January 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

   c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers'' compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By: TALING M. TAITANO, CPA, CGFM, GWA Chief Financial Officer 4/29/24	By: THERESA G. ROJAS, ESQ., GWA Legal Counsel 5/25/24

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

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www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo **(excluded)**
- Constructability Review Comments
- Bid Package Review Comments **(excluded)**
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

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- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing -** For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing -** The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications -** The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule -** It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety -** Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders -** It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support -** AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions -** Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services -** The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up -** Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services -** Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technncial Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	UNITS	$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	UNITS	$/UNIT	AMOUNT
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	UNITS	$/UNIT	AMOUNT
Geotechncial (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule .
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)															
Pre-Contruction Phase				2 Months											
Construction Phase															
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,640.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,280.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

	$54,502.89			$125,533.05		$550,380.65								$80,321.29	
LABOR:	Procurement Phase			PreConstruction		Construction Phase								Close-out	
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software		$ 5,000		$ -											$ 5,000.00
GRT (5.262%)	$ 1,182	$ 946	$ 1,261	$ 3,497	$ 3,497	$ 4,685	$ 4,685	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,741	$ 4,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$69,950	$ 93,722	$ 93,722	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 74,840	$ 88,428.98	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,969.70	$88,428.98	$938,097.04

Doc. No. 38GL-26-1857.*

CCU Regular Board Meeting, January 27, 2026 - GWA

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EXHIBIT B

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

CHANGE ORDER NO. 1

Project Title: Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Project No.: S22-02-BND **RFP No.** RFP-06-ENG-2022

Contractor: AECOM Technical Services, Inc. NTP Date: June 26, 2024

TO: AECOM Technical Services, Inc.

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Martin Nakasone
Contractor Representative (PRINT)

Martin Nakasone 11/26/2024
Contractor Representative (SIGNATURE) Date

PREPARED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

REVIEWED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

RECOMMEND APPROVAL : Brett E Railey 11/26/2024
Brett Railey, P.E. Date
Acting Assistant General Manager - Engineering, GWA

NATURE OF CHANGES:

Task Order 1 Dungca Beach Project - Amendment 1
Task Order 2 Partial Consent Decree
- **Task Order Management**
- **Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)**
- **Gravity Main & Manhole Assessment & Report**
- **Ypao Pump Station Assessment & Design**
- **Mamajanao Pump Station Assessment & Design**

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE:

Contract price prior to this Change Order	$	1,000,000.00
Net INCREASE from this Change Order	$	4,035,054.17
Revised contract price after this Change Order	$	5,035,054.17

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT TIME:

Contract time prior to this Change Order, with breakdown given below.	1826	Calendar Days
Net INCREASE from this Change Order with breakdown given below (subject to approved terms and conditions)"	0	Calendar Days
Revised contract time after this Change Order	1826	Calendar Days
Revised Contract Expiration Date after this Change Order (Substantial Completion Date)	Tuesday, June 26, 2029	

CERTIFIED FUNDS AVAILABLE:

Vendor No.: 23784
Contract No.: BPA600003
Funding Source: ID/IQ Placeholder Account
G.L. NO.:
Amount: $ 4,035,054.17

12/2/2024
Taling M. Taitano, CPA, CGFM Date
Chief Financial Officer

APPROVED AS TO FORM:

11/27/2024
Theresa G. Rojas Date
Legal Counsel, GWA

Note: No additional comment.

APPROVED:

12/3/2024
Miguel C. Bordallo, P.E. Date
General Manager, GWA

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Budget Summary

AECOM Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Description	Cost	Balance
Original Agreement	$ 1,000,000.00	$ 1,000,000.00
Task Order #1 - Dungca Beach Sewer Line Relication Phase I CM Services	-$ 938,097.04	$ 61,902.96
ID/IQ Agreement - Amendment #1	$ 4,035,054.17	$ 4,096,957.13
Task Order #1 - Amendment #1 (forthcoming)	-$ 310,150.56	$ 3,786,806.57
Task Order #2 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design (forthcoming)	-$ 3,786,806.57	$ -

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers'' compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer 4/24/24 gmc 6/25/24	THERESA G. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

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671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

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Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo **(excluded)**
- Constructability Review Comments
- Bid Package Review Comments **(excluded)**
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

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Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

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Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

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Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

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Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

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Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

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- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

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- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing -** For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

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construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing -** The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications -** The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule -** It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety -** Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders -** It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support -** AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions -** Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services -** The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up -** Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services -** Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technncial Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	UNITS	$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	UNITS	$/UNIT	AMOUNT
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	UNITS	$/UNIT	AMOUNT
Geotechncial (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule .
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)	1 Month														
Pre-Contruction Phase				2 Months											
Construction Phase									8 Months						
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,640.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,280.00
QA Cost Estimating (D. Bagget)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

| | | | | | | | | | | | | | | |

EXHIBIT C

EXHIBIT A

18. Force Main Condition Assessment. Within three (3) years of the Effective Date, as an interim milestone, GWA shall complete a Force Main condition assessment for the Force Mains identified in Table A, below. As part of the Force Main condition assessment, GWA shall ensure that the condition assessment steps detailed below are performed for all Table A Force Mains, valves, air relief valves, drains, connections, fittings and appurtenances associated with the Force Main, and is conducted, stamped, and certified by a Professional Engineer. At a minimum, GWA shall:

a. Inspect and determine functionality;

b. Identify defects such as inoperable valves, exposed corrosion, leaks, cracks, or other conditions that could contribute to the failure of the Force Main;

c. Evaluate all metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances to determine whether corrosion protective measures are necessary. Appropriate corrosion protective measures include:

i. Targeted pipeline/component replacement;

ii. Adding protective coatings;

iii. Installing an internal pipe lining; and

iv. Adding targeted cathodic protection.

d. Conduct an external pipe inspection of the exterior of each Force Main at each location where the pipe segment is exposed to assess structural damage and the integrity of protective coatings using visual inspection and technology suitable to the particular pipe to identify possible defects such as leaks, cracks, corrosion, erosion, pinholes, coating damage, delamination or any other conditions that could contribute to the failure of the Force Main. For purposes of this Paragraph, suitable technology shall be no less than ultrasonic testing, magnetic

flux leakage, or broadband electromagnetic testing, or a technology that EPA and GWA agree is equivalent to those technologies in terms of its ability to meet the stated objectives of inspection and assessment. The requirements of subparagraph d of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

e. Conduct pressure testing evaluations on all segments of Table A Force Mains that have a LOF greater than 3.4, using accepted engineering methods suitable for each pipe to identify possible defects or any other conditions that could contribute to the failure of the Force Main. The purpose of the pressure testing evaluation is to determine if the design, construction, and materials are sufficient to withstand the maximum predicted transient pressures that may be expected to occur under normal, peak flow, and emergency (shut-down and start-up) conditions. This evaluation shall include, but not necessarily be limited to, (i) a review of available pressure data, and (ii) an evaluation using actual pressure measurements of the transient pressures that occur during the range of anticipated operating conditions. Any actual pressure measurements shall be limited to the range of operating conditions that is both prudent and practicable. GWA shall follow up on observed conditions that are likely to be a source of leakage. The methodologies employed will be appropriate to the type of condition and location of the suspected leakage. The requirements of subparagraph e of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

f. Identify the extent to which defects affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and

performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

g. Review operating data, such as operating pressures, pump run times, and flow rates, as well as reports of physical inspections, which can reveal reduced Force Main capacity and other performance issues to determine if there is an actual or potential significant reduction in capacity; and

h. Determine the Force Main's probable time of failure for the following four failure modes based on the information gathered in subparagraphs a-f of this Paragraph: condition or structural failure, end of useful life, capacity, and not meeting an established level of service.

19. Force Main Assessment Report. Within three-and-a-half (3.5) years of the Effective Date, as an interim milestone, for each Force Main that was assessed pursuant to Paragraph 18, GWA shall submit to EPA, for review and approval, a Force Main Assessment Report that:

a. Describes the method and extent of each assessment conducted under Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion protection evaluations; external pipe inspections; pressure testing evaluations; and leak detection tests. The report must provide a narrative of approach and methodology for inspections, inspection locations and, in an appendix to the report, provide the field data collected pursuant to Paragraph 18.

b. Describes the results of each assessment for each Force Main conducted pursuant to inspections referenced in Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion evaluations; external pipe inspections, pressure testing evaluations, and leak detection tests;

c. Identifies, and quantifies, where practicable, observed or measured conditions such as leaks, cracks, corrosion, erosion, pinholes, coating delamination, joint deflections, pipe deformation, wall-thinning, or any other conditions that could contribute to the failure of the Force Main;

d. Includes an inventory of all pipe segments with observed conditions and photo documentation of Force Main defects whenever possible;

e. Includes a summary of defects that affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

f. Includes a description of each Force Main's failure modes, and the probable time of failure, based on the information gathered through the assessments conducted pursuant to Paragraph 18; and

g. Based on Force Main condition assessments, identifies pipe segments that leak or are cracked, broken, or ruptured (or have the potential to leak, crack, break, or rupture within the next ten (10) years), or are experiencing (or have the potential to experience) a significant reduction in capacity or other conditions that could lead to Force Main failure. GWA shall identify Force Main capacity issues and other performance issues that result in an actual or potential significant reduction in capacity.

Table A: Force Mains for Condition Assessment

Force Main Lift Station	Basin	Diameter (inches)	Length (feet)	Material	Installation Year	LOF Score (1 to 5)	COF Score (1 to 5)
Hagåtña Main	Hagåtña	24	2,724	Reinforced concrete	1965	Known poor condition	4.9
Asan	Hagåtña	12	2,993	Cast iron	1971	Known poor	2.8

						condition	
Bayside	Hagåtña	6	646	ACP	1966	5	3.6
Pago Double Shaft	Hagåtña	8	2,474	ACP	1973	4.9	3.2
Mamajanao	Hagåtña	14	1,186	Unknown	1971	3.2	4.4
Barrigada	Hagåtña	14	6,078	ACP	1978	3.9	3.1
Mangilao	Hagåtña	10	2,739	ACP	1974	4.5	2.8
Piti	Hagåtña	9.1	4,336	ACP	1971	4.5	2.6
Tai Mangilao	Hagåtña	8	1,618	ACP	Unknown	3.4	2.7
Pump Station No. 17	Umatac-Merizo	6	2,840	Ductile iron	1980	3.9	2.3
Paseo De Oro	Hagåtña	6	686	ACP	1967	5	1.8
Dairy Road	Hagåtña	6	3,616	Ductile iron	1983	3.1	2.5
Pump Station No. 16	Umatac-Merizo	6	1,095	Ductile Iron	1980	3.1	2.5
Maite	Hagåtña	4	393	Unknown	1971	3.2	1.7
Harmon	Hagåtña	6	2,260	Unknown	1972	3.2	1.5
Fujita	Tumon	18	7,154	Ductile iron	1992	3	3.7
Route 16	Northern District	30	5,741	Unknown	1989	2.1	5
Yigo	Northern District	16	3,077	Polyethylene	1973	2.8	3.5
Chaligan	Agat-Santa Rita	16	6,352	Ductile iron	1995	2.6	3.1
Ypao	Hagåtña	7.3	1,741	PVC	Unknown	1.7	3.9
Inarajan Main	Inarajan	8	3,893	Unknown	1984	2.7	2.9
Southern Link	Northern District	36	4,311	Ductile iron	1992	2.6	2.9
New Chaot	Hagåtña	20	2,319	PVC	1989	1.7	2.9
Gaan	Agat-Santa Rita	16	10,125	PVC	1995	1.7	2.9
Alupang Cove	Hagåtña	6	905	PVC	1991	1.7	2.8

20. Force Main Action Plan. Within six (6) months of EPA approval of the Force Main Assessment Report, as an interim milestone, GWA shall submit to EPA, for review and approval, a Force Main Action Plan consistent with the Force Main Condition Assessment that:

a. Prioritizes necessary Force Main upgrades;

b. Includes a schedule for design and implementation of interim Force Main improvement projects where asset failure is likely to occur before Repair, Rehabilitation, or Replacement is complete;

c. Includes a schedule for design and implementation of Repair, Rehabilitation, Replacement, and improvement projects employing methodologies appropriate to the condition and location of the Force Main;

d. Requires the installation of corrosion protective measures for metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances that lack adequate corrosion protection or could be subject to corrosion; and includes a schedule for future Force Main condition assessments with an explanation of GWA's Force Main prioritization and scheduling decisions.

21. Implementation of the Force Main Action Plan. As a compliance milestone, GWA shall complete construction addressing at least 25% of the linear feet of Force Mains addressed in the approved Force Main Action Plan within nine (9) years of the Effective Date. GWA will be allowed to include Force Main projects completed after the Effective Date for Force Mains listed in Table A. The Force Main Action Plan shall be consistent with the Force Main Condition Assessment in that it will prioritize work at Force Mains that are failing or are most likely to fail.

22. Force Main Spill Contingency Plan. Within six (6) months of the Effective Date,

as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Spill Contingency Plan for all Force Mains that establishes measures and procedures to respond to a Force Main spill event in order to minimize discharges to surface waters, prevent public exposure to the spilled wastewater, and return the Force Main to full service as rapidly as possible. The Force Main Spill Contingency Plan shall include the following sections:

a. Force Main Information. The Force Main information section shall contain salient information about the Force Mains including location, diameter, length, material, elevations, design flows and pressures, fittings, parallel force mains, location of waterways, and a vicinity map of the Force Main, including nearby Gravity Mains and Pump Stations that may be used for diversion of flows in the event the Force Main is damaged.

b. Spill Response Procedures. The spill response procedures section shall include a list of the actions that GWA anticipates taking in the event of a Force Main spill, including tankering and diversion of flows within the system. This section shall describe the resources GWA will have available to deploy in the event of a Force Main spill, the staff notification procedures, and anticipated response times, with the goal being to restore service to the customer as soon as possible.

c. Equipment, Parts, and Supplies. The equipment, parts, and supplies section shall include a list of the equipment, parts, and supplies needed to implement the Plan, including response and repair equipment, spare parts, and supplies that can be used in the event of a Force Main failure. The response equipment shall include portable pumps, hose or piping, sand bags (or equivalent barrier/diversion devices), and pipe plugs. The supplies shall include replacement pipe, valves, and repair kits. The list shall identify the location of all such equipment, parts, and supplies.

23. Force Main Operation and Maintenance Program. Within two (2) years of the Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Operations and Maintenance ("O&M") Program that establishes written preventive operations and maintenance schedules and procedures for all Force Mains. The Force Main O&M Program shall be integrated into the GWA Asset Management Program, and Computerized Maintenance Management System (CMMS) and shall include:

a. Preventative maintenance schedules for the inspection, periodic service, and calibration of force main instrumentation, such as flow meters, liquid level sensors, alarm systems, elapsed time meters, remote monitoring equipment, and air release valves;

b. Inspection and maintenance of sulfide and corrosion protection systems; and

c. An annual systematic method of reviewing Force Main operational data, which at a minimum includes pump run times, discharge pump rates and pump speed, pump suction and discharge pressures, flow rates, and performance indicators (including excessive noise, vibrations, and leakage), all of which can reveal reduced Force Main performance issues.

24. Pump Stations: Scope of Work. GWA shall complete all improvement work, which may include Repair, Rehabilitation, Replacement, and relocation, for each of its Pump Stations necessary to ensure reliability, functionality, and adequate capacity and satisfy each of the acceptance criteria set forth in Paragraph 31.

25. Pump Station priority projects. Within the number of years from the Effective Date specified after each pump station below, as compliance milestones, GWA shall complete all necessary improvements to the three Pump Stations in the most critical need of work: the Ypao (three (3) years), Hagåtña Main (two (2) years), and Mamajanao (three (3) years) Pump Stations

(the "Pump Station Priority Projects"). All work, including any start-up activities and any related O&M training for field personnel, shall be completed by these deadlines.

26. Sewage Pump Stations: Tiers. Except for the Pump Station Priority Projects identified in Paragraph 25, GWA's entire inventory of Pump Stations has been organized into four tiers: Tiers 1, 2, 3 and 4 set forth in Table B below.

Table B: Pump Station Tiers[1]

Tier 1	Tier 2	Tier 3	Tier 4
1. Alupang Cove (C) 2. Astumbo #1 (N) 3. Astumbo #2 (N) 4. Bayside (N) 5. Dairy Road (C) 6. Ejector Station No. 2 (S) 7. Fujita (N) 8. Harmon (N) 9. Inarajan Main (S) 10. Inarajan Lift Station (S) 11. Machanao (N) 12. Mongmong Toto (C) 13. Pago Double Shaft (C) 14. Piti (C) 15. Pump Station No. 13 (S) 16. Pump Station No. 16 (S) 17. Pump Station No. 17 (S) 18. Pump Station No. 19 (S) 19. Pump Station No. 20 (S) 20. Route 16 (N) 21. Southern Link (N) (22) Talafofo (S) (23) Yigo (N)	1. Asan (C) 2. Barrigada (C) 3. Commercial Port (C) 4. Ejector Station No. 3 (S) 5. Ejector Station No. 6 (S) 6. Latte Heights Double Trouble (N) 7. Latte Heights Submarine (N) 8. Latte Plantation (N) 9. Latte Sun Rise (N) 10. Maite (C) 11. Mangilao (C) 12. Namo Yona (C) 13. New Chaot (C) 14. Pagachao (S) 15. Paseo De Oro (N) 16. Pump Station No. 11 (S) 17. Reyes (S) 18. Tai Mangilao (C) 19. Toto Garden (C)	1. Agat Chaligan Taleyfac (Chaligan) (S) 2. Cabras Island (C) 3. Casamiro (C) 4. Chalan Pago Pump Station 3 (C) 5. Chalan Pago Pump Station 5 6. Dero Road (C) 7. Ejector Station No. 4 (S) 8. Ejector Station No. 5 (S) 9. Ejector Station No. 7 (S) 10. Leyang (C) 11. Main Trunk Line (S) 12. Ordot (C) 13. Pacific Latte (N) 14. PGD (N) 15. Pump Station No. 12 (S) 16. Pump Station No. 14 (S) 17. Pump Station No. 15 (S) 18. Pump Station No. 18 (S) 19. Sinajana (C) 20. Zero Down PS (N)	All Pump Stations not included as Pump Station priority projects or Tiers 1, 2, and 3.

27. Sewage Pump Stations: Preliminary Work Plans. For each tier and beginning with Tier 1, as an interim milestone, GWA shall develop and submit to EPA for review and

[1] The district for each Pump Station is noted in parentheses: Northern (N), Central (C), and Southern (S).

approval a preliminary design schedule that prioritizes Pump Station improvements based on current known conditions of each Pump Station within that tier ("Pump Station Preliminary Work Plans"). GWA shall submit the Pump Station Preliminary Work Plans in accordance with the following schedule:

a. Tier 1 Pump Station Preliminary Work Plan within one year of the Effective Date;

b. Tier 2 Pump Station Preliminary Work Plan within five (5) years of the Effective Date;

c. Tier 3 and Tier 4 Pump Station Preliminary Work Plan within ten (10) years of the Effective Date.

28. GWA shall include in each Pump Station Preliminary Work Plan:

a. an estimated scope of work for each Pump Station based on the known condition and a corresponding conceptual design in accordance with the acceptance criteria set forth in Paragraph 31;

b. a schedule for a Pump Station condition assessment performed in accordance with Paragraph 29; and

c. a proposed schedule of key implementation dates for each Pump Station within the tier, to include, at a minimum, execute design contract, complete condition assessment, issue a notice to proceed with design, execute construction contract, issue a notice to proceed with construction, complete construction, all in accordance with Paragraph 30.

d. GWA may propose, based on worsening conditions at any Pump Station from those that existed as of the Effective Date of this Consent Decree or for which land acquisition is required, a change in Tier designation or substitution of Pump Station between

Tiers, for EPA review and approval with the Preliminary Work Plan provided that (i) if GWA proposes a tier change, GWA may only propose changing a Pump Station from a higher priority tier to a lower priority tier by one tier (*e.g.*, GWA may not propose changing a Pump Station from Tier 1 to Tier 3); and (ii) if GWA's Pump Station change proposal is based on GWA's acquisition of land, GWA must include in its request to EPA a commitment to resolve the land acquisition issue within a specific time period.

29. Sewage Pump Stations: Condition Assessments. GWA shall assess the condition of each Pump Station through observation, direct inspection, investigation, and monitoring. GWA shall use the data and information from the condition assessment to identify structural and operational issues, evaluate the overall performance of the system, update its Pump Station asset condition profiles, and assess the rate of deterioration of Pump Station assets. As interim milestones, GWA shall complete and submit Pump Station condition assessments to EPA for review and comment, in accordance with the schedules established within each Pump Station Preliminary Work Plan tier. GWA shall ensure that each condition assessment is conducted, stamped, and certified by a Professional Engineer, and include the following:

a. Review of existing condition assessment information and prior studies;

b. Review of existing operations plans, operational data, and asset management data;

c. Interviews with operations, maintenance, and engineering staff;

d. Review of available engineering drawings;

e. Pump Station inspections that include structural, mechanical, electrical, and civil assessments, and utilize up-to-date industry standard technologies, tools, and practices; and

f. For each pump: designed horsepower, power demands, designed flows, installation date, and Preferred Operating Region;

g. For each Pump Station: average flows, overall power demand, and overall wet well capacity.

For any associated Pump Station, the Force Main Condition Assessment completed under Paragraph 18 can be utilized as part of the Pump Station condition assessment to the extent that the information therein remains accurate and valid.

30. Completion of Tier 1 and 2 Projects. Based on the Pump Station condition assessments, GWA shall complete all improvement work set forth in the Pump Station Preliminary Work Plan for Tier 1 and 50% of the improvement work set forth in the Pump Station Preliminary Work Plan for Tier 2, each as a compliance milestone, including any start-up activities and any related O&M training for field personnel, in accordance with the following schedule:

a. Tier 1 Projects within seven (7) years of the Effective Date; and

b. 50% completion of Tier 2 Projects within ten (10) years of the Effective Date.

31. Sewage Pump Station Acceptance Criteria. For GWA to designate Pump Station projects complete under Paragraph 30, the Pump Station project must satisfy each criterion listed in this Paragraph and be designed and constructed to conform with good engineering practice and the Ten States Standards, including practices to improve climate change resiliency of the Pump Stations. As applicable, resilience considerations should be consistent with EPA's Creating Resilient Water Utilities initiative, such as the Resilient Strategies Guide for Water Utilities. When GWA determines that a Pump Station project has satisfied all of the acceptance criteria and standards in this Paragraph, GWA shall certify in a semi-annual report submitted

pursuant to Paragraph 48 that the Pump Station project is complete according to Paragraph 30:

a. Emergency Operations. GWA shall install, and operate as necessary, at all Pump Stations a continuous standby power supply in the form of a fuel-operated standby generator system. GWA shall design this standby generator system as part of all Pump Stations to supply the same amount of electrical power to the Pump Station (including all pumps, controls, alarms, and support systems) as supplied by the utility company. Such emergency operation systems shall comply with the Ten States Standards, including Chapter 47.

b. Screening baskets, comminutors, or grit removal devices. GWA shall install and operate screening baskets, comminutors, or grit removal devices to remove and/or comminute grit and large solids contained in the wastewater before it is pumped.

c. Proper site security and safety measures. GWA shall take all reasonable measures to maintain safe Pump Station sites, ensure that site perimeter fencing is intact, and prevent site access for trespassers, especially access to confined spaces.

d. Emergency action sheets. GWA shall update and post emergency action sheets at each Pump Station that provide a set of standard operating procedures outlining the steps an operator would take under a given scenario. GWA shall establish emergency action sheets for the following Pump Station scenarios: power failure; backup power failure; emergency response to an SSO; high-level alarm; and pre- and post-storm response. Each emergency action sheet shall contain standard operating procedures that include: response time, response personnel, chain of notification, response equipment, response procedures with order of operations, safety precautions, and close-out procedures.

e. Backflow prevention devices. GWA shall install backflow prevention devices to protect potable water sources from cross-contamination from wastewater backflow.

f. Alarms and SCADA systems. GWA shall install and maintain alarms, controls, and supervisory control and data acquisition (SCADA) systems and integrate all alarms and controls to the SCADA system to provide remote status monitoring of its pumping operations from an off-site location, and to the extent practicable, remote control of its pumping operations from an off-site location. GWA shall ensure that the SCADA system continuously monitors, reports, and transmits the following information:

i. Daily operating hours for each sewage pump;

ii. Number of pump starts for each sewage pump;

iii. Wet well level with high- and low-level alarm set points;

iv. Flow (instantaneous and average);

v. Discharge pressure with high- and low-level alarm set points; and

vi. Minimum digital inputs, including high-water level alarm in wet well, drywell flooding, intrusion alarm, Alternating Current Pump Station power failure, Direct Current low battery, and remote signal failure alarm.

g. Adequate pumping capacity and redundancy. GWA shall ensure that there is pump redundancy at each Pump Station. The minimum number of pumps per station shall be two. GWA shall ensure pumping capacity and redundancy complies with the Ten States Standards, Chapter 42.31. NWS

h. Adequate wet-well capacity. GWA shall ensure that newly-constructed, Replacement, or Rehabilitated Pump Station wet-well volume is sufficient for anticipated wet-weather peak hourly flow conditions and coordinated with pump sizing for the station. GWA shall ensure each newly-constructed, Replacement, or Rehabilitated Pump Station wet-well complies with the Ten States Standards, Chapter 42.6.

i. Corrosion protection. GWA shall Replace all Pump Station equipment, including wet-well and valve equipment, rendered inoperable from corrosion, and provide Pump Station equipment with adequate corrosion protection. GWA shall ensure corrosion protection complies with the Ten States Standards, Chapter 42.25.

j. Adequate electrical panels, lighting, and Power Supply. GWA shall ensure that each Pump Station has adequate electrical panels, lighting, and Power Supply.

k. Force Mains. GWA shall ensure Force Mains leaving the Pump Station are in proper working condition and comply with the Ten States Standards, Chapter 49. For any associated Pump Station, work completed pursuant to the Force Main Action Plan can be utilized as part of the Pump Station Rehabilitation process to the extent that the information therein remains accurate and valid.

l. Pumps. GWA shall ensure each pump is installed and operates within the Preferred Operating Region under normal operating conditions and normal daily flow conditions. GWA shall consider whether each Rehabilitated pump needs a variable frequency drive based on a cost-benefit analysis. GWA shall ensure each type of pump within its system has a complete repair kit and the necessary spare parts to resume pump service. GWA shall ensure each pump complies with the Ten States Standards, Chapter 42.3.

m. Valves. GWA shall ensure all Pump Station valves are installed and in good working condition. Each wastewater pump shall have isolation valves to permit the removal or maintenance of the pumps and check valves without affecting the operation of remaining pumps. Each Pump Station shall have sufficient valves to permit the proper operation and maintenance of the Pump Station during normal, peak, and bypass conditions. Each valve shall be rated for use with raw, unscreened wastewater, and shall be designed for its function and

installation location, as well as the normal and maximum operating pressures expected at the Pump Station. GWA shall ensure valves comply with the Ten States Standards, Chapter 42.5.

n. Computerized Maintenance Management System ("CMMS"). GWA shall enter all equipment assets, spare parts, preventative maintenance procedures, and a recurring maintenance schedule for all Pump Station assets into GWA's CMMS in accordance with GWA's asset management program. The manufacturer's documented operation and maintenance procedure shall be incorporated into the specific preventative maintenance for each asset.

o. Operational testing and performance period. GWA shall ensure that each Pump Station completes the operational testing and performance period successfully.

p. Operational Testing. For operational testing, GWA shall operate and monitor the Pump Station for five (5) consecutive Days. During operational testing, GWA shall demonstrate Pump Station operation on automatic control without equipment or control failure and with sewage tie-in. The Pump Station mechanical equipment, electrical/control systems, and emergency power equipment shall operate without failure during the operational testing.

q. Performance Period. For a Pump Station to be considered operational and successfully complete the performance period, all Pump Station equipment and operational systems, including all control, alarm, and SCADA systems, shall operate without failure for six (6) months and shall not result in any SSOs caused by a Pump Station failure within that time period.

B. HAGÅTÑA WWTP

32. Hagåtña WWTP Secondary Treatment Feasibility Study. Within seven (7) years of the Effective Date, as a compliance milestone, GWA shall submit to EPA for review and

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Exhibit D

ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project

Task Order No. [02], consisting of 5 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/15/2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: 1/15/2025

b. Owner: Guam Waterworks Authority

c. Engineer: AECOM Technical Services, Inc.

d. Specific Project (title): Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design

e. Specific Project (description): Provide GWA with assessment and design services for gravity sewer in Barrigada, Dededo, and Yigo, and assessment and design services for Ypao and Mamajanao Pump Stations.

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK, ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement, under this Task Order, subject to the following: None

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5. Task Order Schedule

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

Party	Action	Schedule
Engineer	Conduct and complete require CCTV inspections of Gravity Mains and provide data to Owner for submittal to USEPA.	By target date of March 7, 2025, but no later than 90 calendar days from Effective Date of Task Order.
Engineer	Conduct meetings and Assist Owner with review and assessment of CCTV.	Within 300 days of completion of CCTV
Owner	Assist Engineer with requested data, as necessary.	Within 14 days of receipt from Engineer.
Owner	Submit any additional CCTV completed to Engineer, for assessment and reporting.	Within 14 days of receipt of additional CCTV data.
Engineer	Conduct and complete assessment of pump stations within scope.	Within 90 days of Effective Date of Task Order.
Engineer	Complete design of pump stations within scope.	Within 365 days of Effective Date of Task Order.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 2 Scope of Work and Fee

Description of Service	Amount	Basis of Compensation
Task 1. Task Order Management	$356,585.20	Lump Sum
Task 2. Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)	$138,815.88	Lump Sum
Task 3. Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)	$498,808.87	Lump Sum
Task 4. Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)	$173,117.70	Lump Sum
Task 5. Gravity Main & Manhole Assessment & Report	$451,167.77	Lump Sum
Task 17. Ypao Pump Station Assessment & Design	$990,619.59	Lump Sum
Task 18. Mamajanao Pump Station Assessment & Design	$988,459.16	Lump Sum
SUBTOTAL	$3,597,574.17	
GRT (5.263%)	$189,232.40	
Grand Total Task Order 2	**$3,786,806.57**	

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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 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits:

a. The following replaces and supersedes Agreement, Article 6, Paragraph 6.02.A:

For each design performed or furnished, Engineer shall be responsible for Design Services during Construction as well as all duties required in performance of the Engineer as the Construction/Project manager as defined in the Scope of Work and/or Task Order. Engineer, as both designer and Construction/Project Manager, shall be responsible for design and Shop Drawing review, review and response to Requests for Information and Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

b. The following replaces and supersedes Agreement, Article 7, Paragraph 7.01.A.15

Construction Management – Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to observe and monitor contractor activities at a construction site to meet a project's goals, plans, specifications, schedule, and safety standards as defined in the Task Order.

9. Attachments: ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

10. Other Documents Incorporated by Reference: Not Applicable

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11. 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: 1/15/2025

OWNER: Guam Waterworks Authority

By: _____

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER:

By: Martin Nakasone

Print Name: Martin Nakasone

Title: Authorized Signatory

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

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

Engineering Department Approval:

By: _____

BRETT RAILEY, P.E.
GWA Acting Asst. General Manager - Engineering

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Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Note: No additional comment.

Contract Amount: $ 3,786,806.57
Contingency: $ _____
Amount Certified: $ 3,786,806.57
Funding Source:
B2016, WW 09-01: $2,149.55
B2020A, WW 09-01: $953,246.00
B2016, WW 09-06: $608,679.09
B2020A, WW 09-06: $1,400,000.00
B2020A, Mp-WW-Pipe-01: $822,731.93

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EXHIBIT E

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. 36-FY2025

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR ISLANDWIDE SEWER COLLECTION/TRANSMISSION SYSTEM REPAIR, REHABILITATION, AND REPLACEMENT PROJECT FOR AECOM TECHNICAL SERVICES, INC., GWA PROJECT NO. S22-02-BND

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 (IDIQ) contract agreement to AECOM Technical Services, Inc. (AECOM) for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project (SEE EXHIBIT A – AECOM Agreement); and

WHEREAS, following CCU approval GWA management increased the total amount of the IDIQ Contract by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($4,035,054.17) for a new total contract amount of Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents ($5,035,054.17) to execute Amendment No. 1 to Task Order No. 1, and Task Order No. 2 (SEE EXHIBIT B – Contract Amendment 1); and

WHEREAS, as of August 9th, 2024, GWA entered into a Partial Consent Decree (CD) with the USEPA under the Clean Water Act (CWA) (SEE EXHIBIT C – Consent Decree Compliance Requirements); and

//

WHEREAS, in order to accomplish time sensitive work required by the Partial CD, GWA negotiated Task Order 2 with AECOM to conduct sewer main line (SML) assessment and preliminary design for high priority areas in the northern half of the island, and pump station (PS) assessment and complete design for high priority pump stations, Ypao PS and Mamajanao PS (SEE EXHIBIT D – AECOM Task Order 2); and

WHEREAS, an amendment to Task Order No. 2 is needed to complete the design of the Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduct sewer main line (SML) assessment and preliminary design of additional acute defect, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations; and

WHEREAS, GWA is currently in negotiations with AECOM for the scope of Amendment No. 1 to Task Order No. 2; and

WHEREAS, AECOM, has provided an initial fee proposal Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for the work in Amendment No. 1 for Task Order No. 2 (SEE EXHIBIT E – Initial Fee Proposal); and

WHEREAS, GWA management seeks CCU approval to authorize GWA management to increase the total amount of the IDIQ Contract by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for a new maximum contract value of Eight Million Four Hundred Seven Thousand Four Hundred Eighty-Six Dollars and Forty-Five Cents ($8,407,486.45) while negotiations continue; and

WHEREAS, funding for this project is available through bonds identified on the GWA Capital Improvements Plan, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds; and

//

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

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU finds that Amendment No. 1 to Task Order No. 2 is necessary to assist GWA in meeting the Partial Consent Decree requirements.
3. The CCU hereby approves the funding for Amendment No. 1 to Task Order No. 2 to complete the design of the Mangilao Route 10 Capacity Assurance Project and the Yigo and Dededo Acute Defects Project, conduct sewer main line (SML) assessment and preliminary design of additional acute defect, and provide additional structural survey services for the Ypao and Mamajanao Pump Stations by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28).
4. The CCU hereby approves increasing the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by an amount not to exceed Three Million Three Hundred Seventy-Two Thousand Four Hundred Thirty-Two Dollars and Twenty-Eight Cents ($3,372,432.28) for the execution of Amendment No. 1 to Task Order No. 2.
5. The CCU hereby further approves the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by amount not to exceed Eight Million Four Hundred Seven Thousand Four Hundred Eighty-Six Dollars and Forty-Five Cents ($8,407,486.45).
6. The CCU hereby further approves the use of GWA bonds, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds to fund the IDIQ contract, Amendment No. 1 to Task Order No. 2.
7. The CCU further approves management to duly notify the Public Utilities Commission that this contract will exceed One Million Dollars ($1,000,000.00) and is funded by bonds identified on the GWA Capital Improvements Plan, USEPA grants, ARPA grants, internally funded capital improvement program (IFCIP) funds, and System Development Charge Funds.

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

DULY AND REGULARLY ADOPTED, this 27th day of May 2025.

Certified by:

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, 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: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

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EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers" compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024.6.24	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 9/5/2024. AG review complete via email on 9/29/2024.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA B. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. **Background Data**

   a. Effective Date of Task Order:

   b. Owner: Guam Waterworks Authority

   c. Engineer:

   d. Specific Project (title):

   e. Specific Project (description):

2. **Services of Engineer**

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

   SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

   B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. **Additional Services**

   Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative
(NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F,** consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

8. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

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January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon-completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-Installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

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Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.
Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders** - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support** - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions** - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services** - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up** - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services** - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technical Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	**UNITS**	**$/UNIT**	**AMOUNT**
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	**UNITS**	**$/UNIT**	**AMOUNT**
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	**UNITS**	**$/UNIT**	**AMOUNT**
Geotechnical (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)															
Pre-Construction Phase				2 Months											
Construction Phase															
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,640.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,280.00
QA Cost Estimating (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00

	$54,502.89			$125,533.05		$550,380.65								$80,321.29	
LABOR:	Mobilization			PreConstruction		Construction Phase								Close-out	
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.80	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software		$ 5,000		$ -											$ 5,000.00
GRT (5.252%)	$ 1,182	$ 946	$ 1,261	$ 3,497	$ 3,497	$ 4,685	$ 4,685	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,796	$ 3,741	$ 4,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$69,950	$ 93,722	$ 93,722	$ 75,837	$ 75,837	$ 75,837	$ 75,937	$ 75,937	$ 74,840	$ 88,428.98	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,969.70	$88,428.98	$938,097.04

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EXHIBIT B

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

CHANGE ORDER NO. 1

Project Title: Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Project No.: S22-02-BND **RFP No.** RFP-06-ENG-2022

Contractor: AECOM Technical Services, Inc. NTP Date: June 26, 2024

TO: AECOM Technical Services, Inc.

You are directed to make changes noted below in the subject contract. The changes are accepted by:

Martin Nakasone
Contractor Representative (PRINT)

Martin Nakasone 11/26/2024
Contractor Representative (SIGNATURE) Date

PREPARED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

REVIEWED BY : Joseph Calvo 11/26/2024
Joseph Calvo Date
Project Manager, GWA

RECOMMEND APPROVAL : Brett E. Railey 11/26/2024
Brett Railey, P.E. Date
Acting Assistant General Manager - Engineering, GWA

NATURE OF CHANGES:

Task Order 1 Dungca Beach Project - Amendment 1
Task Order 2 Partial Consent Decree
- **Task Order Management**
- **Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)**
- **Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)**
- **Gravity Main & Manhole Assessment & Report**
- **Ypao Pump Station Assessment & Design**
- **Mamajanao Pump Station Assessment & Design**

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE:

Contract price prior to this Change Order	$	1,000,000.00
Net INCREASE from this Change Order	$	4,035,054.17
Revised contract price after this Change Order	$	5,035,054.17

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT TIME:

Contract time prior to this Change Order, with breakdown given below.	1826	Calendar Days
Net INCREASE from this Change Order with breakdown given below (subject to approved terms and conditions)"	0	Calendar Days
Revised contract time after this Change Order	1826	Calendar Days
Revised Contract Expiration Date after this Change Order (Substantial Completion Date)	Tuesday, June 26, 2029	

CERTIFIED FUNDS AVAILABLE:

Vendor No.: 23784
Contract No.: BPA600003
Funding Source: ID/IQ Placeholder Account
G.L. NO.:
Amount: $ 4,035,054.17

12/2/2024
Taling M. Taitano, CPA, CGFM Date
Chief Financial Officer

APPROVED AS TO FORM:

11/27/2024
Theresa G. Rojas Date
Legal Counsel, GWA

Note: No additional comment.

APPROVED:

12/3/2024
Miguel C. Bordallo, P.E. Date
General Manager, GWA

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Budget Summary

AECOM Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Description	Cost	Balance*
Original Agreement	$ 1,000,000.00	$ 1,000,000.00
Task Order #1 - Dungca Beach Sewer Line Relication Phase I CM Services	-$ 938,097.04	$ 61,902.96
ID/IQ Agreement - Amendment #1	$ 4,035,054.17	$ 4,096,957.13
Task Order #1 - Amendment #1 (forthcoming)	-$ 310,150.56	$ 3,786,806.57
Task Order #2 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design (forthcoming)	-$ 3,786,806.57	$ -

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project Project No. S22-02-BND

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

AECOM Technical Services, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. related to Owner's Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

B. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

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D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

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3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

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1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

E. Complete Invoice per Article 7 (8): It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

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makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

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or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

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construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, ""Insurance."" Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers" compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order , including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

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1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

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must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

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2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

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in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

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request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer's representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.

9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.

16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

23. *Engineer*—The individual or entity named as such in this Agreement.

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24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

27. *Project Management*–Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.

28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.

30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

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modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority	ENGINEER: AECOM Technical Services, Inc.
By:	By:
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MARTIN NAKASONE
Title: General Manager	Title: VP Area Manager, Hawaii-Pacific Island
	Date Signed: 21 May 2024
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 2024. 6. 26	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	
688 Route 15	
Mangilao, Guam 96913	
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Title:	Title:
Phone Number:	Phone Number:
Certified Funds Available:	Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA C. ROJAS, ESQ. GWA Legal Counsel

Contract Amount: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Contingency: $
Amount Certified: $ ~~To be determined per Task Order~~ $ 1,000,000.00
Funding Source: ~~To be determined per Task Order~~ ID/IQ PLACEHOLDER ACCOUNT

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [ ], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer:

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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5. 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
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

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	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	**other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Owner's Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

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.

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

7. **Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE."**

8. **Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE."**

9. **Attachments: (Complete if applicable OR indicated "NOT APPLICABLE."**

10. **Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE."**

11. **Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE."**

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 [ ].

OWNER: Guam Waterworks Authority	ENGINEER:
By: _____	By: _____
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: _____
Title: General Manager	Title: _____
	Engineer License or Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address:	Email Address:

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Phone: _____ Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

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This is **EXHIBIT A**, consisting of [ ] pages,
referred to in and part of the **Task Order** dated [ ].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

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submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

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2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

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7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

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control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

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(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

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(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B,** consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [ ].

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. SECTION DELETED / NOT USED

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services -- Task Order Edition**, dated [ ].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative (NOT USED)

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the professional judgment of Engineer.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
(NOT USED)

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:		Statutory
b.	Employer's Liability –		
	1)	Bodily injury, each accident:	$100,000
	2)	Bodily injury by disease, each employee:	$100,000
	3)	Bodily injury/disease, aggregate:	$200,000
c.	General Liability –		
	1)	Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2)	General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –		
	1)	Each Occurrence:	$2,000,000
	2)	General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):		$500,000
f.	Professional Liability –		
	1)	Each Claim Made:	$2,000,000
	2)	Annual Aggregate:	$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

1.

2.

3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].

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

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

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 _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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This is **EXHIBIT L**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.

B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:

1. [*Site #1 Name/Location*]

a. [*List all known Constituents of Concern*]

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APPENDIX A

AECOM Imagine it. Delivered.

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671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

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Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight 28 locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit
The CM shall attend the pre-bid conference and pre-bid site visit.

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Task A2.0 - Review the Contractor's pre-qualification packages (excluded)
The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications
The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)
The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit
The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)
We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)
After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

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GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.
Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control
The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals
The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

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Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference
The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

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Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

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Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

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Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

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Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update om major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

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- Elevations: Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- Initial Inspection: Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

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- Pre-Final Inspection: A pre-final inspection shall be conducted after substantial completion of the work.
- Final Inspection: The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

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in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
    - Client - three (3)
    - Engineer - two (2)
    - Construction Manager - three (3)
    - Contractor - three (3)
    - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

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- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

   - Project Principal: 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
   - Construction Manager: Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23,** two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
   - Technical Admin/Document Control: Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
   - Project Engineering Support: Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
   - Resident Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
   - CM Safety: A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
   - Special Inspector: **Per our fee proposal review meeting with GWA of 01/12/23,** the previously proposed full-time position for the KHLG Special inspector for the eight month

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construction phase has been descoped.

- Scheduler: A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

2. **CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

   Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

3. **CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.

4. **Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.

5. **Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

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If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. **Stop Work Orders** - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

   - Without prior-notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
   - With prior notice to GWA when actions by the Contactor are in violation of the contract documents or local or federal laws.

7. **Limited Permitting Support** - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. **Fee Schedule Assumptions** - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. **Overtime Inspection Services** - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. **Warranty Follow up** - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. **Other Services** - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

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V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	$54,502.89	3 months
Pre-Construction Phase	$125,533.05	2 months
Construction Phase Services	$550,380.65	8 months
Close-Out Phase Services	$80,321.29	1 month
Subtotal	$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	$0.00	descoped
Matson (Scheduling)	$16,315.20	12 Months
Management Fee 10%	$1,631.52	Allowance
Subtotal	$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	$27,517.40	14 Months
Subtotal	$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	$20,000.00	Allowance
Surveying	$10,000.00	Allowance
ProCore Software	$5,000.00	Allowance
Subtotal	$35,000.00	Allowance
Subtotal 1,2,3,4	$891,201.99	
GRT @ 5.262%	$46,895.05	
TOTAL LUMP SUM FEE	$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	$260.65	$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	$237.53	$389,550.31
Project Engineering Support (P. Diaz)	144.00	$231.09	$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	$146.78	$246,582.00
Technncial Admin/Document Control (D. Pangelinan)	1,280.00	$86.53	$110,761.82
QA Cost Estimating (D. Baggett)	-	$143.12	$0.00
CM Safety (K. Robertson)	112.00	$161.21	$18,055.33
		LABOR	**$810,737.87**
SUB-CONSULTANTS:	**UNITS**	**$/UNIT**	**AMOUNT**
Special Inspector (TBD - KHLG)	-	$131.19	$0.00
Scheduling (Matson)	96.00	$169.95	$16,315.20
Management Fee 10%			$1,631.52
		SUB-CONSULTANTS	**$17,946.72**
REIMBURSABLES:	**UNITS**	**$/UNIT**	**AMOUNT**
Vehicle	25.00	$1,000.00	$25,000.00
Mobile Phone	25.00	$55.00	$1,375.00
Weather Station (descoped)	0.00	$0.00	$0.00
Internet	14.00	$81.60	$1,142.40
		REIMBURSEABLES	**$27,517.40**
ALLOWANCES:	**UNITS**	**$/UNIT**	**AMOUNT**
Geotechncial (Geo-Engineering)	1.00	$20,000.00	$20,000.00
Survey (DCA)	1.00	$10,000.00	$10,000.00
ProCore Software	1.00	$5,000.00	$5,000.00
		ALLOWANCES	**$35,000.00**
	SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS		$891,201.99
	5.262%	**Guam GRT**	$46,895.05
		TOTAL	**$938,097.04**

Notes:
Fee Estimate is based on attached schedule
OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.

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AECOM

Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Jul-24	Estimated Manhours
160	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Procurement Phase (Pre-Bid)	1 Month														
Pre-Construction Phase				2 Months											
Construction Phase															
Closeout Phase														1 Month	
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%	0.0%	48.00
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,440.00
Project Engineering Support (P. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	144.00
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	75.0%	100.0%	1,680.00
Technical Admin/Document Control (D. Pangelinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%	1,200.00
QA Cost Estanding (D. Baggett)						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	112.00
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-
Scheduling (Matson)			5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	96.00
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	25.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	14.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00
	$54,502.89			$125,533.05					$590,380.85					$90,321.29	
				PreConstruction					Construction Phase					Closeout	
LABOR:															
Project Principal (A. Cross)	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ -	$ -	$ 12,511.01
Project Manager/Lead CM (B. Ryley)	$19,002	$ 9,501	$19,002	$28,504	$28,504	$ 38,005	$ 38,005	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 38,004.91	$ 389,550.31
Project Engineering Support (P. Diaz)	$ -	$ -	$ -	$ 7,395	$ 7,395	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,697.49	$ 33,277.41
Resident Inspector (TBD - AECOM)	$ -	$ -	$ -	$17,613	$17,613	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484	$ 23,484.00	$ 246,582.00
Technical Admin/Document Control (D. Pangelinan)	$ -	$ -	$ -	$ 6,923	$ 6,923	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 10,384	$ 13,845.23	$ 110,761.82
QA Cost Estimating (D. Baggett)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CM Safety (K. Robertson)	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,289.67	$ 18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Scheduling (Matson)	$ -	$ -	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,359.60	$ 16,315.20
Management Fee 10%	$ -	$ -	$ 136	$ 136	$ 136	$ 136	$ 136	$ 135	$ 135	$ 136	$ 136	$ 136	$ 136	$ 135.96	$ 1,631.52
EXPENSES:															
Vehicle	$ 1,000	$ 1,000	$ 1,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000.00	$ 25,000.00
Mobile Phone	$ 55	$ 55	$ 55	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110	$ 110.00	$ 1,375.00
Weather Station (descoped)						$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Internet	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 82	$ 81.60	$ 1,142.40
ALLOWANCES:															
Geo-Engineering	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ -	$ 20,000.00
Surveying	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ 10,000.00
ProCore Software		$ 5,000													$ 5,000.00
GRT (5.282%)	$ 1,182	$ 946	$ 1,281	$ 1,497	$ 1,497	$ 1,685	$ 1,685	$ 1,796	$ 1,796	$ 1,796	$ 1,796	$ 1,796	$ 1,741	$ 1,421	$ 46,895.05
Estimated Monthly Invoicing Amount	$23,654	$18,916	$25,228	$69,950	$89,950	$ 93,722	$ 93,722	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 75,937	$ 74,840	$ 88,428.98	$ 938,097.04
Fee By Phase			$67,797.41		$139,900.96								$641,349.70	$88,428.98	$938,097.04

EXHIBIT C

EXHIBIT A

18. Force Main Condition Assessment. Within three (3) years of the Effective Date, as an interim milestone, GWA shall complete a Force Main condition assessment for the Force Mains identified in Table A, below. As part of the Force Main condition assessment, GWA shall ensure that the condition assessment steps detailed below are performed for all Table A Force Mains, valves, air relief valves, drains, connections, fittings and appurtenances associated with the Force Main, and is conducted, stamped, and certified by a Professional Engineer. At a minimum, GWA shall:

a. Inspect and determine functionality;

b. Identify defects such as inoperable valves, exposed corrosion, leaks, cracks, or other conditions that could contribute to the failure of the Force Main;

c. Evaluate all metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances to determine whether corrosion protective measures are necessary. Appropriate corrosion protective measures include:

i. Targeted pipeline/component replacement;

ii. Adding protective coatings;

iii. Installing an internal pipe lining; and

iv. Adding targeted cathodic protection.

d. Conduct an external pipe inspection of the exterior of each Force Main at each location where the pipe segment is exposed to assess structural damage and the integrity of protective coatings using visual inspection and technology suitable to the particular pipe to identify possible defects such as leaks, cracks, corrosion, erosion, pinholes, coating damage, delamination or any other conditions that could contribute to the failure of the Force Main. For purposes of this Paragraph, suitable technology shall be no less than ultrasonic testing, magnetic

flux leakage, or broadband electromagnetic testing, or a technology that EPA and GWA agree is equivalent to those technologies in terms of its ability to meet the stated objectives of inspection and assessment. The requirements of subparagraph d of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

e. Conduct pressure testing evaluations on all segments of Table A Force Mains that have a LOF greater than 3.4, using accepted engineering methods suitable for each pipe to identify possible defects or any other conditions that could contribute to the failure of the Force Main. The purpose of the pressure testing evaluation is to determine if the design, construction, and materials are sufficient to withstand the maximum predicted transient pressures that may be expected to occur under normal, peak flow, and emergency (shut-down and start-up) conditions. This evaluation shall include, but not necessarily be limited to, (i) a review of available pressure data, and (ii) an evaluation using actual pressure measurements of the transient pressures that occur during the range of anticipated operating conditions. Any actual pressure measurements shall be limited to the range of operating conditions that is both prudent and practicable. GWA shall follow up on observed conditions that are likely to be a source of leakage. The methodologies employed will be appropriate to the type of condition and location of the suspected leakage. The requirements of subparagraph e of this Paragraph do not apply to Force Mains that are, as of the Effective Date, in the engineering design phase of a construction project;

f. Identify the extent to which defects affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and

performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

g. Review operating data, such as operating pressures, pump run times, and flow rates, as well as reports of physical inspections, which can reveal reduced Force Main capacity and other performance issues to determine if there is an actual or potential significant reduction in capacity; and

h. Determine the Force Main's probable time of failure for the following four failure modes based on the information gathered in subparagraphs a-f of this Paragraph: condition or structural failure, end of useful life, capacity, and not meeting an established level of service.

19. Force Main Assessment Report. Within three-and-a-half (3.5) years of the Effective Date, as an interim milestone, for each Force Main that was assessed pursuant to Paragraph 18, GWA shall submit to EPA, for review and approval, a Force Main Assessment Report that:

a. Describes the method and extent of each assessment conducted under Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion protection evaluations; external pipe inspections; pressure testing evaluations; and leak detection tests. The report must provide a narrative of approach and methodology for inspections, inspection locations and, in an appendix to the report, provide the field data collected pursuant to Paragraph 18.

b. Describes the results of each assessment for each Force Main conducted pursuant to inspections referenced in Paragraph 18, including valve, exposed fitting, and exposed appurtenance inspections; corrosion evaluations; external pipe inspections, pressure testing evaluations, and leak detection tests;

c. Identifies, and quantifies, where practicable, observed or measured conditions such as leaks, cracks, corrosion, erosion, pinholes, coating delamination, joint deflections, pipe deformation, wall-thinning, or any other conditions that could contribute to the failure of the Force Main;

d. Includes an inventory of all pipe segments with observed conditions and photo documentation of Force Main defects whenever possible;

e. Includes a summary of defects that affect the performance of the Force Main, through performance indicators such as unusual noise, vibrations, pipe and pipe joint leakage and displacement, valve arrangement and leakage, lift station operation and performance, discharge pump rates and pump speed, and pump suction and discharge pressures;

f. Includes a description of each Force Main's failure modes, and the probable time of failure, based on the information gathered through the assessments conducted pursuant to Paragraph 18; and

g. Based on Force Main condition assessments, identifies pipe segments that leak or are cracked, broken, or ruptured (or have the potential to leak, crack, break, or rupture within the next ten (10) years), or are experiencing (or have the potential to experience) a significant reduction in capacity or other conditions that could lead to Force Main failure. GWA shall identify Force Main capacity issues and other performance issues that result in an actual or potential significant reduction in capacity.

Table A: Force Mains for Condition Assessment

Force Main Lift Station	Basin	Diameter (inches)	Length (feet)	Material	Installation Year	LOF Score (1 to 5)	COF Score (1 to 5)
Hagåtña Main	Hagåtña	24	2,724	Reinforced concrete	1965	Known poor condition	4.9
Asan	Hagåtña	12	2,993	Cast iron	1971	Known poor	2.8

						condition	
Bayside	Hagåtña	6	646	ACP	1966	5	3.6
Pago Double Shaft	Hagåtña	8	2,474	ACP	1973	4.9	3.2
Mamajanao	Hagåtña	14	1,186	Unknown	1971	3.2	4.4
Barrigada	Hagåtña	14	6,078	ACP	1978	3.9	3.1
Mangilao	Hagåtña	10	2,739	ACP	1974	4.5	2.8
Piti	Hagåtña	9.1	4,336	ACP	1971	4.5	2.6
Tai Mangilao	Hagåtña	8	1,618	ACP	Unknown	3.4	2.7
Pump Station No. 17	Umatac-Merizo	6	2,840	Ductile iron	1980	3.9	2.3
Paseo De Oro	Hagåtña	6	686	ACP	1967	5	1.8
Dairy Road	Hagåtña	6	3,616	Ductile iron	1983	3.1	2.5
Pump Station No. 16	Umatac-Merizo	6	1,095	Ductile Iron	1980	3.1	2.5
Maite	Hagåtña	4	393	Unknown	1971	3.2	1.7
Harmon	Hagåtña	6	2,260	Unknown	1972	3.2	1.5
Fujita	Tumon	18	7,154	Ductile iron	1992	3	3.7
Route 16	Northern District	30	5,741	Unknown	1989	2.1	5
Yigo	Northern District	16	3,077	Polyethylene	1973	2.8	3.5
Chaligan	Agat-Santa Rita	16	6,352	Ductile iron	1995	2.6	3.1
Ypao	Hagåtña	7.3	1,741	PVC	Unknown	1.7	3.9
Inarajan Main	Inarajan	8	3,893	Unknown	1984	2.7	2.9
Southern Link	Northern District	36	4,311	Ductile iron	1992	2.6	2.9
New Chaot	Hagåtña	20	2,319	PVC	1989	1.7	2.9
Gaan	Agat-Santa Rita	16	10,125	PVC	1995	1.7	2.9
Alupang Cove	Hagåtña	6	905	PVC	1991	1.7	2.8

20. Force Main Action Plan. Within six (6) months of EPA approval of the Force Main Assessment Report, as an interim milestone, GWA shall submit to EPA, for review and approval, a Force Main Action Plan consistent with the Force Main Condition Assessment that:

a. Prioritizes necessary Force Main upgrades;

b. Includes a schedule for design and implementation of interim Force Main improvement projects where asset failure is likely to occur before Repair, Rehabilitation, or Replacement is complete;

c. Includes a schedule for design and implementation of Repair, Rehabilitation, Replacement, and improvement projects employing methodologies appropriate to the condition and location of the Force Main;

d. Requires the installation of corrosion protective measures for metallic (cast iron, ductile iron, steel, etc.) and concrete Force Mains, fittings, and appurtenances that lack adequate corrosion protection or could be subject to corrosion; and includes a schedule for future Force Main condition assessments with an explanation of GWA's Force Main prioritization and scheduling decisions.

21. Implementation of the Force Main Action Plan. As a compliance milestone, GWA shall complete construction addressing at least 25% of the linear feet of Force Mains addressed in the approved Force Main Action Plan within nine (9) years of the Effective Date. GWA will be allowed to include Force Main projects completed after the Effective Date for Force Mains listed in Table A. The Force Main Action Plan shall be consistent with the Force Main Condition Assessment in that it will prioritize work at Force Mains that are failing or are most likely to fail.

22. Force Main Spill Contingency Plan. Within six (6) months of the Effective Date,

as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Spill Contingency Plan for all Force Mains that establishes measures and procedures to respond to a Force Main spill event in order to minimize discharges to surface waters, prevent public exposure to the spilled wastewater, and return the Force Main to full service as rapidly as possible. The Force Main Spill Contingency Plan shall include the following sections:

a. Force Main Information. The Force Main information section shall contain salient information about the Force Mains including location, diameter, length, material, elevations, design flows and pressures, fittings, parallel force mains, location of waterways, and a vicinity map of the Force Main, including nearby Gravity Mains and Pump Stations that may be used for diversion of flows in the event the Force Main is damaged.

b. Spill Response Procedures. The spill response procedures section shall include a list of the actions that GWA anticipates taking in the event of a Force Main spill, including tankering and diversion of flows within the system. This section shall describe the resources GWA will have available to deploy in the event of a Force Main spill, the staff notification procedures, and anticipated response times, with the goal being to restore service to the customer as soon as possible.

c. Equipment, Parts, and Supplies. The equipment, parts, and supplies section shall include a list of the equipment, parts, and supplies needed to implement the Plan, including response and repair equipment, spare parts, and supplies that can be used in the event of a Force Main failure. The response equipment shall include portable pumps, hose or piping, sand bags (or equivalent barrier/diversion devices), and pipe plugs. The supplies shall include replacement pipe, valves, and repair kits. The list shall identify the location of all such equipment, parts, and supplies.

23. Force Main Operation and Maintenance Program. Within two (2) years of the Effective Date, as an interim milestone, GWA shall submit to EPA, for review and approval a Force Main Operations and Maintenance ("O&M") Program that establishes written preventive operations and maintenance schedules and procedures for all Force Mains. The Force Main O&M Program shall be integrated into the GWA Asset Management Program, and Computerized Maintenance Management System (CMMS) and shall include:

a. Preventative maintenance schedules for the inspection, periodic service, and calibration of force main instrumentation, such as flow meters, liquid level sensors, alarm systems, elapsed time meters, remote monitoring equipment, and air release valves;

b. Inspection and maintenance of sulfide and corrosion protection systems; and

c. An annual systematic method of reviewing Force Main operational data, which at a minimum includes pump run times, discharge pump rates and pump speed, pump suction and discharge pressures, flow rates, and performance indicators (including excessive noise, vibrations, and leakage), all of which can reveal reduced Force Main performance issues.

24. Pump Stations: Scope of Work. GWA shall complete all improvement work, which may include Repair, Rehabilitation, Replacement, and relocation, for each of its Pump Stations necessary to ensure reliability, functionality, and adequate capacity and satisfy each of the acceptance criteria set forth in Paragraph 31.

25. Pump Station priority projects. Within the number of years from the Effective Date specified after each pump station below, as compliance milestones, GWA shall complete all necessary improvements to the three Pump Stations in the most critical need of work: the Ypao (three (3) years), Hagåtña Main (two (2) years), and Mamajanao (three (3) years) Pump Stations

(the "Pump Station Priority Projects"). All work, including any start-up activities and any related O&M training for field personnel, shall be completed by these deadlines.

26. Sewage Pump Stations: Tiers. Except for the Pump Station Priority Projects identified in Paragraph 25, GWA's entire inventory of Pump Stations has been organized into four tiers: Tiers 1, 2, 3 and 4 set forth in Table B below.

Table B: Pump Station Tiers[1]

Tier 1	Tier 2	Tier 3	Tier 4
1. Alupang Cove (C) 2. Astumbo #1 (N) 3. Astumbo #2 (N) 4. Bayside (N) 5. Dairy Road (C) 6. Ejector Station No. 2 (S) 7. Fujita (N) 8. Harmon (N) 9. Inarajan Main (S) 10. Inarajan Lift Station (S) 11. Machanao (N) 12. Mongmong Toto (C) 13. Pago Double Shaft (C) 14. Piti (C) 15. Pump Station No. 13 (S) 16. Pump Station No. 16 (S) 17. Pump Station No. 17 (S) 18. Pump Station No. 19 (S) 19. Pump Station No. 20 (S) 20. Route 16 (N) 21. Southern Link (N) (22) Talafofo (S) (23) Yigo (N)	1. Asan (C) 2. Barrigada (C) 3. Commercial Port (C) 4. Ejector Station No. 3 (S) 5. Ejector Station No. 6 (S) 6. Latte Heights Double Trouble (N) 7. Latte Heights Submarine (N) 8. Latte Plantation (N) 9. Latte Sun Rise (N) 10. Maite (C) 11. Mangilao (C) 12. Namo Yona (C) 13. New Chaot (C) 14. Pagachao (S) 15. Paseo De Oro (N) 16. Pump Station No. 11 (S) 17. Reyes (S) 18. Tai Mangilao (C) 19. Toto Garden (C)	1. Agat Chaligan Taleyfac (Chaligan) (S) 2. Cabras Island (C) 3. Casamiro (C) 4. Chalan Pago Pump Station 3 (C) 5. Chalan Pago Pump Station 5 6. Dero Road (C) 7. Ejector Station No. 4 (S) 8. Ejector Station No. 5 (S) 9. Ejector Station No. 7 (S) 10. Leyang (C) 11. Main Trunk Line (S) 12. Ordot (C) 13. Pacific Latte (N) 14. PGD (N) 15. Pump Station No. 12 (S) 16. Pump Station No. 14 (S) 17. Pump Station No. 15 (S) 18. Pump Station No. 18 (S) 19. Sinajana (C) 20. Zero Down PS (N)	All Pump Stations not included as Pump Station priority projects or Tiers 1, 2, and 3.

27. Sewage Pump Stations: Preliminary Work Plans. For each tier and beginning with Tier 1, as an interim milestone, GWA shall develop and submit to EPA for review and

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[1] The district for each Pump Station is noted in parentheses: Northern (N), Central (C), and Southern (S).

approval a preliminary design schedule that prioritizes Pump Station improvements based on current known conditions of each Pump Station within that tier ("Pump Station Preliminary Work Plans"). GWA shall submit the Pump Station Preliminary Work Plans in accordance with the following schedule:

a. Tier 1 Pump Station Preliminary Work Plan within one year of the Effective Date;

b. Tier 2 Pump Station Preliminary Work Plan within five (5) years of the Effective Date;

c. Tier 3 and Tier 4 Pump Station Preliminary Work Plan within ten (10) years of the Effective Date.

28. GWA shall include in each Pump Station Preliminary Work Plan:

a. an estimated scope of work for each Pump Station based on the known condition and a corresponding conceptual design in accordance with the acceptance criteria set forth in Paragraph 31;

b. a schedule for a Pump Station condition assessment performed in accordance with Paragraph 29; and

c. a proposed schedule of key implementation dates for each Pump Station within the tier, to include, at a minimum, execute design contract, complete condition assessment, issue a notice to proceed with design, execute construction contract, issue a notice to proceed with construction, complete construction, all in accordance with Paragraph 30.

d. GWA may propose, based on worsening conditions at any Pump Station from those that existed as of the Effective Date of this Consent Decree or for which land acquisition is required, a change in Tier designation or substitution of Pump Station between

Tiers, for EPA review and approval with the Preliminary Work Plan provided that (i) if GWA proposes a tier change, GWA may only propose changing a Pump Station from a higher priority tier to a lower priority tier by one tier (*e.g.*, GWA may not propose changing a Pump Station from Tier 1 to Tier 3); and (ii) if GWA's Pump Station change proposal is based on GWA's acquisition of land, GWA must include in its request to EPA a commitment to resolve the land acquisition issue within a specific time period.

29. Sewage Pump Stations: Condition Assessments. GWA shall assess the condition of each Pump Station through observation, direct inspection, investigation, and monitoring. GWA shall use the data and information from the condition assessment to identify structural and operational issues, evaluate the overall performance of the system, update its Pump Station asset condition profiles, and assess the rate of deterioration of Pump Station assets. As interim milestones, GWA shall complete and submit Pump Station condition assessments to EPA for review and comment, in accordance with the schedules established within each Pump Station Preliminary Work Plan tier. GWA shall ensure that each condition assessment is conducted, stamped, and certified by a Professional Engineer, and include the following:

a. Review of existing condition assessment information and prior studies;

b. Review of existing operations plans, operational data, and asset management data;

c. Interviews with operations, maintenance, and engineering staff;

d. Review of available engineering drawings;

e. Pump Station inspections that include structural, mechanical, electrical, and civil assessments, and utilize up-to-date industry standard technologies, tools, and practices; and

f. For each pump: designed horsepower, power demands, designed flows, installation date, and Preferred Operating Region;

g. For each Pump Station: average flows, overall power demand, and overall wet well capacity.

For any associated Pump Station, the Force Main Condition Assessment completed under Paragraph 18 can be utilized as part of the Pump Station condition assessment to the extent that the information therein remains accurate and valid.

30. Completion of Tier 1 and 2 Projects. Based on the Pump Station condition assessments, GWA shall complete all improvement work set forth in the Pump Station Preliminary Work Plan for Tier 1 and 50% of the improvement work set forth in the Pump Station Preliminary Work Plan for Tier 2, each as a compliance milestone, including any start-up activities and any related O&M training for field personnel, in accordance with the following schedule:

a. Tier 1 Projects within seven (7) years of the Effective Date; and

b. 50% completion of Tier 2 Projects within ten (10) years of the Effective Date.

31. Sewage Pump Station Acceptance Criteria. For GWA to designate Pump Station projects complete under Paragraph 30, the Pump Station project must satisfy each criterion listed in this Paragraph and be designed and constructed to conform with good engineering practice and the Ten States Standards, including practices to improve climate change resiliency of the Pump Stations. As applicable, resilience considerations should be consistent with EPA's Creating Resilient Water Utilities initiative, such as the Resilient Strategies Guide for Water Utilities. When GWA determines that a Pump Station project has satisfied all of the acceptance criteria and standards in this Paragraph, GWA shall certify in a semi-annual report submitted

pursuant to Paragraph 48 that the Pump Station project is complete according to Paragraph 30:

a. Emergency Operations. GWA shall install, and operate as necessary, at all Pump Stations a continuous standby power supply in the form of a fuel-operated standby generator system. GWA shall design this standby generator system as part of all Pump Stations to supply the same amount of electrical power to the Pump Station (including all pumps, controls, alarms, and support systems) as supplied by the utility company. Such emergency operation systems shall comply with the Ten States Standards, including Chapter 47.

b. Screening baskets, comminutors, or grit removal devices. GWA shall install and operate screening baskets, comminutors, or grit removal devices to remove and/or comminute grit and large solids contained in the wastewater before it is pumped.

c. Proper site security and safety measures. GWA shall take all reasonable measures to maintain safe Pump Station sites, ensure that site perimeter fencing is intact, and prevent site access for trespassers, especially access to confined spaces.

d. Emergency action sheets. GWA shall update and post emergency action sheets at each Pump Station that provide a set of standard operating procedures outlining the steps an operator would take under a given scenario. GWA shall establish emergency action sheets for the following Pump Station scenarios: power failure; backup power failure; emergency response to an SSO; high-level alarm; and pre- and post-storm response. Each emergency action sheet shall contain standard operating procedures that include: response time, response personnel, chain of notification, response equipment, response procedures with order of operations, safety precautions, and close-out procedures.

e. Backflow prevention devices. GWA shall install backflow prevention devices to protect potable water sources from cross-contamination from wastewater backflow.

f. Alarms and SCADA systems. GWA shall install and maintain alarms, controls, and supervisory control and data acquisition (SCADA) systems and integrate all alarms and controls to the SCADA system to provide remote status monitoring of its pumping operations from an off-site location, and to the extent practicable, remote control of its pumping operations from an off-site location. GWA shall ensure that the SCADA system continuously monitors, reports, and transmits the following information:

i. Daily operating hours for each sewage pump;

ii. Number of pump starts for each sewage pump;

iii. Wet well level with high- and low-level alarm set points;

iv. Flow (instantaneous and average);

v. Discharge pressure with high- and low-level alarm set points; and

vi. Minimum digital inputs, including high-water level alarm in wet well, drywell flooding, intrusion alarm, Alternating Current Pump Station power failure, Direct Current low battery, and remote signal failure alarm.

g. Adequate pumping capacity and redundancy. GWA shall ensure that there is pump redundancy at each Pump Station. The minimum number of pumps per station shall be two. GWA shall ensure pumping capacity and redundancy complies with the Ten States Standards, Chapter 42.31. NEWS

h. Adequate wet-well capacity. GWA shall ensure that newly-constructed, Replacement, or Rehabilitated Pump Station wet-well volume is sufficient for anticipated wet-weather peak hourly flow conditions and coordinated with pump sizing for the station. GWA shall ensure each newly-constructed, Replacement, or Rehabilitated Pump Station wet-well complies with the Ten States Standards, Chapter 42.6.

i. Corrosion protection. GWA shall Replace all Pump Station equipment, including wet-well and valve equipment, rendered inoperable from corrosion, and provide Pump Station equipment with adequate corrosion protection. GWA shall ensure corrosion protection complies with the Ten States Standards, Chapter 42.25.

j. Adequate electrical panels, lighting, and Power Supply. GWA shall ensure that each Pump Station has adequate electrical panels, lighting, and Power Supply.

k. Force Mains. GWA shall ensure Force Mains leaving the Pump Station are in proper working condition and comply with the Ten States Standards, Chapter 49. For any associated Pump Station, work completed pursuant to the Force Main Action Plan can be utilized as part of the Pump Station Rehabilitation process to the extent that the information therein remains accurate and valid.

l. Pumps. GWA shall ensure each pump is installed and operates within the Preferred Operating Region under normal operating conditions and normal daily flow conditions. GWA shall consider whether each Rehabilitated pump needs a variable frequency drive based on a cost-benefit analysis. GWA shall ensure each type of pump within its system has a complete repair kit and the necessary spare parts to resume pump service. GWA shall ensure each pump complies with the Ten States Standards, Chapter 42.3.

m. Valves. GWA shall ensure all Pump Station valves are installed and in good working condition. Each wastewater pump shall have isolation valves to permit the removal or maintenance of the pumps and check valves without affecting the operation of remaining pumps. Each Pump Station shall have sufficient valves to permit the proper operation and maintenance of the Pump Station during normal, peak, and bypass conditions. Each valve shall be rated for use with raw, unscreened wastewater, and shall be designed for its function and

installation location, as well as the normal and maximum operating pressures expected at the Pump Station. GWA shall ensure valves comply with the Ten States Standards, Chapter 42.5.

n. Computerized Maintenance Management System ("CMMS"). GWA shall enter all equipment assets, spare parts, preventative maintenance procedures, and a recurring maintenance schedule for all Pump Station assets into GWA's CMMS in accordance with GWA's asset management program. The manufacturer's documented operation and maintenance procedure shall be incorporated into the specific preventative maintenance for each asset.

o. Operational testing and performance period. GWA shall ensure that each Pump Station completes the operational testing and performance period successfully.

p. Operational Testing. For operational testing, GWA shall operate and monitor the Pump Station for five (5) consecutive Days. During operational testing, GWA shall demonstrate Pump Station operation on automatic control without equipment or control failure and with sewage tie-in. The Pump Station mechanical equipment, electrical/control systems, and emergency power equipment shall operate without failure during the operational testing.

q. Performance Period. For a Pump Station to be considered operational and successfully complete the performance period, all Pump Station equipment and operational systems, including all control, alarm, and SCADA systems, shall operate without failure for six (6) months and shall not result in any SSOs caused by a Pump Station failure within that time period.

B. HAGÅTÑA WWTP

32. Hagåtña WWTP Secondary Treatment Feasibility Study. Within seven (7) years of the Effective Date, as a compliance milestone, GWA shall submit to EPA for review and

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EXHIBIT D

ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project

Task Order No. [02], consisting of 5 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/15/2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: 1/15/2025

b. Owner: Guam Waterworks Authority

c. Engineer: AECOM Technical Services, Inc.

d. Specific Project (title): Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design

e. Specific Project (description): Provide GWA with assessment and design services for gravity sewer in Barrigada, Dededo, and Yigo, and assessment and design services for Ypao and Mamajanao Pump Stations.

2. Services of Engineer

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

SEE ATTACHED SCOPE OF WORK, ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement, under this Task Order, subject to the following: None

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5. Task Order Schedule

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

Party	Action	Schedule
Engineer	Conduct and complete require CCTV inspections of Gravity Mains and provide data to Owner for submittal to USEPA.	By target date of March 7, 2025, but no later than 90 calendar days from Effective Date of Task Order.
Engineer	Conduct meetings and Assist Owner with review and assessment of CCTV.	Within 300 days of completion of CCTV
Owner	Assist Engineer with requested data, as necessary.	Within 14 days of receipt from Engineer.
Owner	Submit any additional CCTV completed to Engineer, for assessment and reporting.	Within 14 days of receipt of additional CCTV data.
Engineer	Conduct and complete assessment of pump stations within scope.	Within 90 days of Effective Date of Task Order.
Engineer	Complete design of pump stations within scope.	Within 365 days of Effective Date of Task Order.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 2 Scope of Work and Fee

Description of Service	Amount	Basis of Compensation
Task 1. Task Order Management	$356,585.20	Lump Sum
Task 2. Barrigada, Route 10 Sewer & Manhole Inspection (Capacity Assurance Project)	$138,815.88	Lump Sum
Task 3. Dededo, Route 1 Sewer & Manhole Inspection (Capacity Assurance Project)	$498,808.87	Lump Sum
Task 4. Yigo & Dededo Sewer & Manhole Inspection (Acute Defects Project)	$173,117.70	Lump Sum
Task 5. Gravity Main & Manhole Assessment & Report	$451,167.77	Lump Sum
Task 17. Ypao Pump Station Assessment & Design	$990,619.59	Lump Sum
Task 18. Mamajanao Pump Station Assessment & Design	$988,459.16	Lump Sum
SUBTOTAL	$3,597,574.17	
GRT (5.263%)	$189,232.40	
Grand Total Task Order 2	**$3,786,806.57**	

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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 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits:

a. The following replaces and supersedes Agreement, Article 6, Paragraph 6.02.A:

For each design performed or furnished, Engineer shall be responsible for Design Services during Construction as well as all duties required in performance of the Engineer as the Construction/Project manager as defined in the Scope of Work and/or Task Order. Engineer, as both designer and Construction/Project Manager, shall be responsible for design and Shop Drawing review, review and response to Requests for Information and Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

b. The following replaces and supersedes Agreement, Article 7, Paragraph 7.01.A.15

Construction Management – Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to observe and monitor contractor activities at a construction site to meet a project's goals, plans, specifications, schedule, and safety standards as defined in the Task Order.

9. Attachments: ATTACHMENT A – September 20, 2024, AECOM, Task Order No. 2 Scope of Work and Fee Proposal.

10. Other Documents Incorporated by Reference: Not Applicable

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11. 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: 1/15/2025

OWNER: Guam Waterworks Authority

By: _____

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER:

By: Martin Nakasone

Print Name: Martin Nakasone

Title: Authorized Signatory

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

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

Engineering Department Approval:

By: _____

BRETT RAILEY, P.E.
GWA Acting Asst. General Manager - Engineering

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Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Note: No additional comment.

Contract Amount: $ 3,786,806.57
Contingency: $ _____
Amount Certified: $ 3,786,806.57
Funding Source:
B2016, WW 09-01: $2,149.55
B2020A, WW 09-01: $953,246.00
B2016, WW 09-06: $608,679.09
B2020A, WW 09-06: $1,400,000.00
B2020A, Mp-WW-Pipe-01: $822,731.93

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EXHIBIT E

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement
Project No S 22-02 BND
Task Order No. 02 - Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design
Amendment #01
05/12/25
ROUGH ORDER OF MAGNITUDE

Table 1: Fee Summary Estimate (Task Order #02- Amendment #01)

Task No.	Task Name	Estimated Fee
	Mangilao Route 10 Design (Capacity Assurance Project)	$819,427.41
	Yigo & Dededo Design (Acute Defect Projects)	$1,557,157.84
	Ypao and Mamajanao Pump Station Second Structure	$34,950.00
	Additional Sewer Mainline and Manhole Inspection (Acute Defects)	$241,080.00
	- Vactor Truck Rental (Allow for 15 days)	$30,000.00
	- PM & Field Support	$35,000.00
	Gravity Main & Manhole Assessments & Report	$195,027.28
	Contingency (10%)	$291,264.25
	GRT (5.26%)	$168,525.50
	Total	$3,372,432.28

EXHIBIT F

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement
Project No S 22-02 BND
Task Order No. 03
Fee Summary Table
01/06/26

Task No.	Task Name	Fee
2	Hagåtña Relief Line Condition Assessment & Rehabilitation	$877,430.45
3	CarsPlus Gravity Sewer Relocation	$406,284.92
	Subtotal	$1,283,715.37
	GRT (4.712%)	$60,488.67
	Total	**$1,344,204.04**

Draft Scope of Work

for Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island-Wide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement

Project No.: S22-02 BND

Task Order: No. 03 , Hagåtña Relief Line Rehabilitation, Cars Plus Sewer Relocation

J anuary 8, 2026

Prepared for

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam 969132

Prepared by

AECOM

415 Chalan San Antonio Road, Suite 112

Tamuning, Guam 96913

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

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AECOM Scope of Work for GWA ID/IQ Task Order No. 3

I. SCOPE OF WORK SUMMARY

Project Title:	Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement Project No S 22-02 BND;
Task Order:	No. 03 Hagåtña Relief Line Rehabilitation, Cars Plus Sewer Relocation
Client:	Guam Waterworks Authority (GWA)
Period of Performance:	January 2026 – December 2028

Table 1. Points of Contact

Role	Name	Phone	E mail
GWA Task Order Manager	George Watson	(671) 428-1515	gjwatson@guamwaterworks.org
AECOM Guam ID/IQ Manager	Pete Diaz	(671) 797-3336	Pete.Diaz@aecom.com
AECOM Task Order Manager	Jarrett Brown	(808) 529-7248	Jarrett.Brown@aecom.com

This scope of work includes the following sections:

- **Section I** – Overview of the Scope of Work based on the GWA ID/IQ Task Order 3 Scope of Work
- **Section II** – Technical approach to tasks specified in GWA ID/IQ Task Order 3
- **Section III** – Schedule for accomplishing the deliverables in GWA ID/IQ Task Order 3
- **Section IV** – Basis and assumptions for the cost estimate (a detailed budget and a breakdown of estimated hours and costs, by task, are included in the separate cost estimate for the proposal)
- **Section V** – AECOM's quality assurance (QA) procedures to promote quality and timeliness of deliverables
- **Section VI** – Products/Printing

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

II. TA SK ORDE R OV E RV IE W

GWA intends to meet the Compliance Requirements of the Capacity Assurance projects as outlined in the Partial Consent Decree. These efforts are designed to address Sanitary Sewer Overflows (SSO), Infiltration/Inflow (I/I) issues, and capacity problems within the wastewater collection system.

Task Order No. 3 includes the following projects:

1. Project 01 – Hagåtña Relief Line Condition Assessment & Rehabilitation
2. Project 02 – CarsPlus Gravity Sewer Relocation

Under Task Order No. 3, AECOM will assist GWA by conducting condition assessments and design documents for the construction of new or rehabilitated gravity sewer mains, design documents for construction of relocated gravity mains, and providing additional support activities related to compliance with the Partial Consent Decree. Deliverables will include preparation of documents for GWA's review and comment:

- Topographic surveys, archeological reports, and geotechnical investigations
- Condition Assessment Reports
- Basis of Design Reports (BODRs)
- 30%, 50%, and 60% design packages (interim design milestones vary by project)
- Final bid packages including:
    - 100% design plans
    - engineering specifications
    - cost estimate
    - construction schedule
    - supporting design calculations
    - list of required or obtained permits and clearances
    - other documents necessary for project construction

AECOM will prepare these documents consistent with applicable Federal and Guam laws, regulations, ordinances, and permitting requirements. AECOM will coordinate with the Guam and Federal agencies, as appropriate, to support compliance with these requirements.

III. SCOPE OF SE RV ICE S

1.0 Task Order Management

Task Order Management services will be provided to facilitate the execution of the projects. The effort will include the coordination of activities to promote alignment and integration across the Task Order.

Project schedules will be established and managed to promote timely completion, and cost control measures will be implemented to maintain budget adherence. Oversight of the design process will be provided, ensuring that the designs meet required standards and objectives. This will include managing field activities, design teams and tasks, reviewing progress designs, and monitoring compliance with design standards.

Tools and techniques will be implemented to monitor and control project progress, including risk management, quality control, and performance measurement, to help project deliverables remain on schedule.

Stakeholders will be engaged to understand their needs and expectations, and these will be met throughout the design process through regular communication, coordination, and updates.

Strategies for project delivery will be developed and implemented in collaboration with GWA, including contracting and procurement strategies intended to promote value and efficiency in the work.

Design changes will be managed to support orderly implementation and to help maintain progress toward overall Task Order objectives. This includes assessing potential impacts and coordinating communication with stakeholders.

2.0 H agå tñ a Relief L ine A ssessment and Design

AECOM will provide project management, condition assessment, design, and construction support services for the rehabilitation or replacement of the existing 36-inch gravity sewer main located between approximate station 11+00 and 20+94.21. The collection pipeline was reportedly constructed in 1986; however, available information suggests that construction may not have been completed, and quality control testing may not have been performed. The pipe diameter is confirmed at 36 inches, but the material has not been verified. The overall construction quality is in question, as some manhole benches and pipe penetrations appear incomplete or unsealed. The pipeline also appears to have inflow and infiltration (I&I) issues, as it remains full of stagnant water despite not being in service.

Services will include overall project coordination, schedule and budget management, and communication with GWA and relevant stakeholders. AECOM will perform a condition assessment of the existing system through record review and field investigations to inform design decisions. Design deliverables will include design submittals at the 30%, 50%, 60%, and 100% levels (interim milestones vary by project), each including drawings, specifications, and cost estimates, for GWA review and acceptance. AECOM will also provide bidding support, including responses to bidder questions and preparation of addenda if required. During construction, AECOM will provide engineering support services, including submittal review, responses to contractor RFIs, and site visits to help verify the work is consistent with the design intent and project requirements. Work will be performed in accordance with GWA standards and applicable regulatory requirements. These services will be provided as detailed in the following scope of services.

2.1 Project Management

2.1.1. Project Management

Project management services will be provided to support the effective execution and coordination of the condition assessment and design phases. These services will include:

a. Developing and maintaining the project schedule and tracking key milestones.

b. Coordinating internal and external team members to promote timely completion of tasks.

c. Organizing and facilitating design meetings, including preparing agendas and documenting meeting minutes and action items.

d. Monitoring scope, budget, and schedule to identify and address potential issues early.

e. Managing communication and documentation, including submittals, transmittals, and design deliverables.

f. Quality assurance reviews to verify that design deliverables are consistent with the project requirements and standards.

2.1.2. Project Schedule

AECOM will submit a project schedule to track anticipated task durations and milestones from the issuance of NTP. The schedule will be updated periodically during the project, including the various design phases, contract bidding, and engineering support phases during construction stages. GWA will be notified if the target dates cannot be accomplished.

2.1.3. Progress Reports

AECOM will submit monthly progress reports in support of monthly billings. Each report will provide an overview of work completed to date and will include task fees, percentage complete, earned value to date, project summary, activities completed or in progress, planned activities for the next reporting period, schedule of deliverables, modification log, task-based project completion summary, and an invoice status. The report will be included as part of the invoice package.

2.1.4. Meetings and Coordination

Conduct and facilitate regularly scheduled meetings and coordinate with entities within and outside of the project teams.

a. Project Kickoff Meeting: AECOM will coordinate and host a kickoff meeting with GWA to discuss the objectives of the project. AECOM will solicit design parameters from GWA, discuss the challenges the project seeks to address, and refine the specifics of project schedule. AECOM will consult with GWA on environmental considerations, regulations/permitting and other relevant topics during project initiation.

b. Bi-weekly Meetings: AECOM will coordinate with the project team and, when necessary, with external stakeholders. Facilitate milestone meetings, ensuring key points are discussed and agreed upon. Additionally, prepare and distribute detailed meeting minutes to document discussions and decisions.

c. Stakeholder Meetings: Coordinate and communicate with local and federal agencies, including the Guam Environmental Protection Agency (GEPA), the Department of Public Works (DPW), the Department of Parks and Recreation (DPR) and Guam Historic Preservation Office (GHRD), and the US Fish and Wildlife Services (USFWS) throughout the project. This coordination will facilitate the review and permitting process aligns with the project schedule.

d. Design Review Meetings: Design review (30%, 60%, and 100%) meetings shall be covered under a separate task.

2.1.5. Deliverables

a. Monthly Progress/Status Reports

b. Project Progress Schedule(s)

c. Meeting Minutes

2.1.6. Assumptions and Exclusions

a. It is assumed that bi-weekly coordination meetings for the four projects in this Task Order will be consolidated into a single meeting, given the limited size and scope of the projects.

b. Due to the small scale of this project, a formal written Project Management Plan is not included in the scope of services. Project management and coordination support will be provided.

c. AECOM anticipates that GWA will provide contact information for GWA and other key stakeholders to enable coordination of the project kickoff meeting.

2.2 Hagåtña Relief Line Condition Assessment and Rehabilitation

2.2.1. CCTV & Manhole Inspection Management

a. Client Meetings & Coordination

b. Field Support, Monitoring, Coordination, & Safety

c. Identify the Manholes to be inspected in the field based on existing records and field observations.

d. Secure a DPW Highway Encroachment Permit prior to the start of work.

e. Prepare a Traffic Control Plan

2.2.2. CCTV Inspection of Sewer Mainline & Manhole Inspections

a. Hagåtña Relief Line Cleaning & CCTV Inspection

i. These services will be provided by **Underground Services, Inc (USi).**

ii. The Contractor will participate in a coordination meeting prior to commencing field work.

iii. CCTV work will be performed in compliance with the requirements of DPW Highway Encroachment permit.

iv. The Contractor will provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete their work in compliance with the encroachment permit.

v. Pipeline inspections will be performed in compliance with the NASSCO PACP.

b. Inspection of Hagåtña Relief Line Manholes

i. These services will be provided by **Underground Services, Inc (USi).**

ii. The Contractor will participate in a coordination meeting prior to commencing field work.

iii. Manhole inspection work will be performed in compliance with the requirements of DPW Highway Encroachment permit.

iv. The Contractor will provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete their work in compliance with the encroachment permit.

v. Manhole inspections will be performed in compliance with NASSCO MACP.

c. Deliverables

i. CCTV Inspection Videos in accordance with NASSCO Standards.

ii. Summary Spreadsheet of CCTV Inspections.

iii. Inspection Report of CCTV Inspections with NASSCO Ratings.

iv. Summary Spreadsheet of Manhole Inspections.

v. Report of each inspection (Pipeline/Manhole) with embedded photos in accordance with Standard NASSCO PACP/MACP formats.

vi. Deliverables will be provided electronically as a PDF.

d. Assumptions & Exclusions

i. GWA shall provide an approved location (e.g., Northern District Wastewater Treatment Plant) to dispose of cleaning debris.

ii. GWA shall provide water access from hydrants near the job site for the jetting and cleaning operations

iii. Uncovering buried or paved over access points or manholes is excluded from our services. If this condition is encountered, the segment will be skipped, GWA will be informed of the condition, and it will be documented in the inspection report as not accessible.

iv. More than one (1) attempt from each direction to CCTV a segment is excluded from our services. If a blockage is encountered and prevents inspection, the segment will be skipped, and GWA will be notified to clear the obstruction.

v. Our pricing for the Hagåtña Relief Line, manhole inspection, and heavy cleaning services under this task is based on the assumption that the Task Order will be issued and executed in a timely manner, that USi personnel and equipment are on island, and that these services will be performed concurrently with our ongoing work without requiring additional mobilization or demobilization of equipment, personnel, or materials. Should additional mobilization or demobilization be necessary, a separate scope of work and fee proposal will be provided.

2.2.3. Hagåtña Relief Line Condition Assessment Report

AECOM will prepare a Condition Assessment Report based on the CCTV and manhole inspections performed.

a. Data Analysis

i. The data from inspections will be used to determine the condition and structural defects of the Hagåtña Relief Line.

ii. The follow-up steps include processing, evaluating, and analyzing the inspection data and using that information to make informed decisions.

iii. Code defects in accordance with NASSCO's PACP and MACP.

iv. Evaluate the NASSCO rating, Failure Mode, Likelihood of Failure, Consequence Failure, Critically Analysis, and remaining Useful Life.

v. Recommends for repair, rehabilitation, and replacement will be based on these evaluations and recommended engineering practices. Indicate the data and defects coding on pipe segments.

b. Assessment Report

i. Submit a Condition Assessment Report and provide Hagåtña Relief Line rehabilitation recommendations to GWA for review.

ii. Summarize the results of the CCTV pipe and manhole inspections and the defect data by NASSCO certified operators and licensed software programs to be consistent using PACP and MACP.

iii. Submit data to GWA in Environmental Systems Research Institute, Inc. (ESRI) Geographic Information System (GIS) mapping format.

c. Deliverables

i. Draft Condition Assessment Report

ii. Final Condition Assessment Report

iii. ESRI GIS Data

d. Assumptions and Exclusions

i. The Hagåtña Relief Line Condition Assessment Report will be submitted to GWA only (not EPA) for review and approval.

ii. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

2.3 Preliminary Design

2.3.1. Data Research

AECOM will gather relevant data and conduct field investigations to support the development of the design. This may include site visits, utility research, topographic and boundary information, environmental constraints, and coordination with stakeholders. The collected information will be used to evaluate existing conditions and identify potential challenges. Based on this analysis, AECOM will consider and assess design alternatives, considering factors such as constructability, cost, environmental impact, and long-term maintenance. The intent is to identify a practical and effective design approach before advancing into detailed design.

Site Visits

a. This Task includes one (1) civil engineer to conduct site investigations. We have assumed site visit of one (1) working day plus travel to and from Guam.

2.3.2. Topographic Survey Services

a. These services will be provided by **G uam Surveyor, L L C.**

b. Provide topographic field survey within the road right-of-way including surface features, elevations, visible utilities, accessible utility inverts elevations, rights-of-way, easements, boundaries within the project limits, and AutoCAD mapping.

2.3.3. Geotechnical Exploration Services

a. These services will be provided by Geo-Engineering & Testing, Inc.

b. Geotechnical services will be performed to support the design of the sanitary sewer collection line and to help inform alignment, depth, and construction considerations. Services will include:

i. Reviewing available geologic and geotechnical information relevant to the project area.

ii. Conducting field investigations, including soil boring(s) along the proposed alignment, to determine subsurface conditions.

iii. Performing laboratory testing of soil samples to evaluate physical and engineering properties.

iv. Assessing soil strength, stability, and groundwater conditions that may affect trench excavation, pipe bedding, and backfill.

v. Providing recommendations for trench support, excavation methods, pipe zone materials, and compaction requirements.

vi. Identifying potential geotechnical risks, such as soft soils, high groundwater, or expansive clays, and recommending appropriate mitigation measures.

vii. Preparing a geotechnical report summarizing findings and recommendations to be used in the final design.

These services will help inform the design with respect to the subsurface conditions and support development of an appropriate cost-effective approach.

2.3.4. Archaeological Services

a. These services will be provided by Southeastern Archaeological Research, LLC. (SEARCH)

b. The scope of work assumes the preparation of an Archaeological Monitoring and Data Recovery Plan (AMDRP) is required. The Guam State Historic Preservation Office (SHPO) may require preparation of an AMDRP prior to ground disturbance.

c. The preparation of the AMDRP will assess negative impacts the project may have on cultural resources and offer recommendations regarding historical properties. This process will include the preparation of a technical report that details background research, field methodology, survey results, and mitigation recommendations. The archaeological team will conduct a cultural resource inventory and evaluate historic resources potentially affected by the project. This will involve preparing and submitting an inventory survey plan, conducting the inventory survey, and reporting findings to SHPO, as well as other relevant agencies such as the Department of Agriculture, GEPA, and U.S. Fish and Wildlife Service.

d. Archaeological monitoring will be provided to support the geotechnical investigation as required by SHPO to monitor impacts of the project on the cultural resources within the project area.

2.3.5. Preliminary Design Workshop

A virtual preliminary design workshop will be conducted with the GWA project team to review approach, methodologies, findings, and determine design basis.

2.3.6. Basis of Design Report (BODR)

AECOM will develop a Basis of Design Report (BODR) that will include key information pertaining to related geotechnical and civil design criteria for the repair or replacement of the existing collection

system to be submitted for GWA review and approval. The design will be in accordance with the applicable standards. The BODR at the minimum will address the following elements:

a. Design objectives
b. Civil and geotechnical design criteria
c. Surrounding infrastructure, utility, right-of-way, and easement considerations
d. Proposed improvements
e. Quantity of wastewater flow
f. Flow control and bypass pumping
g. Hydraulic and gravity pipeline design
h. Pipeline construction and acceptance testing
i. Traffic Control
j. Concept Drawings
k. Class 5 construction cost estimate in accordance with the AACE International Cost Estimated Classification System.

2.3.7. Deliverables

a. Geotechnical Report – Draft
b. Geotechnical Report – Final
c. Archaeological Monitoring and Data Recovery Plan – Draft
d. Archaeological Monitoring and Data Recovery Plan – Final
e. Preliminary Design Workshop Agenda & Minutes
f. Draft Basis of Design Report (BODR)
g. Final Basis of Design Report (BODR)

2.3.8. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.
b. This scope of work assumes that USEPA shall prepare a Categorical Exclusion for NEPA compliance and that no local environmental documentation or other NEPA documentation shall be required.
c. Subsurface utilities will be located through information obtained by the topographic survey of above ground utility features and from information derived from existing records. Actual exposure of utilities and surface geophysical methods are excluded.
d. Easement and Land Acquisition services are excluded.
e. Our scope of services assume two (2) soils borings shall be provided.

2.4 Design

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Following acceptance and approval of the final BODR, the designer will perform the following tasks to complete the 30%, 60%, and 100% design document packages.

2.4.1. Meetings

a. The designer will conduct bi-weekly design progress review meetings with GWA to review the design process, each design discipline status, issues, and project schedule.

b. Virtual design workshops will be conducted at the completion of the 30%, 60%, and 100% design development milestones.

c. Prepare and submit design progress review meeting and workshop agendas and minutes to GWA project team.

2.4.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 60% design, assist GWA with obtaining DPW Building Permit "initial" review and routing. Permitting agencies may include Land Management, Contractor's License Board, Public Health, Environmental Protection Agency, Guam Waterworks Authority, Guam Power Fire Prevention Bureau, PEALS Board, Department Parks and Recreation, Department of Agriculture, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design.

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

2.4.3. Design Documents

a. Prepare the 30%, 60%, and 100% progress design drawings, specifications, and contract documents.

b. Prepare "Issued for Bid" drawings, specifications, and contract documents.

2.4.4. Cost Estimate

Prepare Class 4, 3, 2, and 1 construction cost estimates for the 30%, 60%, and 100% design phases, respectively. The estimates shall be in accordance with AACE International Cost Estimated Classification System.

2.4.5. Deliverables

a. Monthly Design Progress Review Meeting Agenda & Minutes

b. Design Workshop Agenda & Minutes (30%)

c. Design Drawings (30%)

d. Outline Technical Specifications (30%)

e. Class 4 Cost Estimate (30%)

f. Design Workshop Agenda & Minutes (60%)

g. Design Drawings (60%)

h. Technical Specifications (60%)

i. Class 3 Cost Estimate (60%)

j. Design Workshop Agenda & Minutes (100%)

k. Design Drawings (100%)

l. Technical Specifications (100%)

m. Class 1 Cost Estimate (100%)

n. Design Drawings (Issued for Bid)

o. Technical Specifications (Issued for Bid)

2.4.6. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

b. It is anticipated that GWA will use a design-bid-build procurement method. Bid documents must be finalized prior to commencement of the formal bidding process.

c. Permit fees shall be borne by the Contractor.

d. Our SOW assumes Division 00 (front end) specifications shall be provided by and approved by GWA. AECOM will provide limited support to provide project specific details to the Division 00 specifications.

2.5 Contract Bidding Support

2.5.1. Pre-Bid Meeting and Site Visit

a. Prepare for and conduct pre-bid meeting and site visit. This will include the preparation of an agenda, maps for the site visit, and a sign-in sheet for the meeting and site visit. Facilitate the meeting with GWA, record the meeting, prepare minutes, and distribute the minutes to attendees via email.

2.5.2. Requests for Clarification

a. Compile requests for clarification regarding the design, prepare responses and distribute to plan holders via email. Assist GWA with the preparation and review of addenda to the Contract Documents.

2.5.3. Bid Evaluation Meeting

a. Attend virtual bid evaluation meeting with GWA.

2.5.4. Bid Evaluation

a. After receipt of construction bid packages, AECOM will perform an overall review of the bids received for completeness in accordance with the requirements of the bid documents with an emphasis on the apparent low bidder(s). AECOM will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

2.5.5. Technical Memorandum

a. Upon completion of the bid evaluation, AECOM will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of the performance and payment bonds, insurance to verify compliance with bid documents, procurement regulations, bid analysis, and Contractor ranking by bid amount.

2.5.6. Deliverables

a. Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet.

b. Request for Clarification Responses

c. Bid Evaluation Spreadsheet

d. Technical Memorandum

2.5.7. Assumptions and Exclusions

a. N/A

2.6 E ngineering Support During Construction

2.6.1. Conformed Bid Documents

a. Coordinate preparation of "Issued for Construction" conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

2.6.2. Preconstruction Meeting

a. Virtually attend the Preconstruction Meeting.

2.6.3. Weekly Progress Meetings

a. Attend weekly progress meetings, if requested by the Construction Manager (CM) or GWA.

b. **Ten (10)** progress meetings are included in this scope of work. If additional meetings are required, a separate scope and fee will be provided.

2.6.4. Submittal Review

a. Review Contractor submittals (e.g., product data, shop drawings, design calculations, samples, test results, and other data) required to be submitted by the Contractor for conformance with contract documents, as requested by the CM.

b. **Twenty (20)** submittal reviews are included in this scope of work. It is assumed each submittal will have three (3) review iterations. If additional submittals are required for review, a separate scope and fee will be provided.

2.6.5. Substitution Requests

a. Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

b. **Five (5)** substitution request reviews are included in this scope of work. It is assumed each substitution request will have three (3) review iterations. If additional substitution requests are required for review, a separate scope and fee will be provided.

2.6.6. Requests for Information

a. Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

b. **Thirty-five (35)** RFI responses are included in this scope of work. It is assumed each RFI may have three (3) response iterations. If additional reviews are required, a separate scope and fee will be provided.

2.6.7. Record Drawings

a. Prepare final record drawings in AutoCAD based on marked-up construction drawings provided by the Contractor. The record drawings shall not be signed and sealed by the Engineer.

2.6.8. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

e. Modification to Contract Documents

f. Record Drawings

2.6.9. Assumptions and Exclusions

a. Archaeological services during construction are excluded.

b. Construction Management services and additional site visits during construction are excluded.

c. Preliminary inspections, final inspection, and the preparation of punch lists are excluded.

d. Modifications to the contract documents due to unforeseen conditions are excluded from the scope of work.

e. If additional services are required, a separate scope and fee will be provided.

3.0 CarsPlus G ravity Sewer Relocation Design

AECOM will provide project management, assessment, design, and construction support services for the relocation of an existing collection line that currently runs through the Cars Plus parking lot, south of the car wash facility, and beneath several parking areas to the north end of the site. The project will involve locating and assessing the existing line, documenting service lateral connections from both on-site and off-site properties and relocating the pipeline within the Paterno Street right-of-way (ROW). Several properties along the east side of Paterno Street will be provided with cleanouts and connection points at their ROW lines. The location where the new line will connect to the existing system is currently unknown and will be determined through field investigations.

Services will include overall project coordination, schedule and budget management, and communication with GWA and relevant stakeholders. AECOM will perform an assessment of the existing system through record review and field investigations to inform design decisions. Design deliverables will include preliminary design and full design submittals at the 50% and 100% levels, each including drawings, specifications, and cost estimates, for GWA review and acceptance. AECOM will also provide

bidding support, including responses to bidder questions and preparation of addenda if required. During construction, AECOM will offer engineering support services such as submittal review, responses to contractor RFIs, and site visits to help verify the work is consistent with the design intent and project requirements. Work will be performed in accordance with GWA standards and applicable regulatory requirements. These services will be provided as detailed in the following scope of services.

3.1 Project Management

3.1.1. Project Management

3.1.2. Project management services will be provided to support the effective execution and coordination of the design phase. These services will include:

a. Serving as the primary point of contact between the client and the design team.

b. Developing and maintaining the project schedule and tracking key milestones.

c. Coordinating internal and external team members to promote timely completion of tasks.

d. Organizing and facilitating design meetings, including preparing agendas and documenting meeting minutes and action items.

e. Monitoring scope, budget, and schedule to identify and address potential issues early.

f. Managing communication and documentation, including submittals, transmittals, and design deliverables.

g. Quality assurance reviews to verify that the design deliverables are consistent with project requirements and standards.

These project management efforts are intended to help keep the design effort organized, responsive, and aligned with the overall goals and timeline of the project.

3.1.3. Project Schedule

AECOM will submit a project schedule to track anticipated task durations and milestones from the issuance of NTP. Update schedule periodically during the project, including at the preliminary design, design phases, contract bidding, and engineering support phases during construction stages. GWA will be notified if the target dates cannot be accomplished.

3.1.4. Progress Reports

AECOM will submit monthly progress reports in support of monthly billings. Each report will provide an overview of work completed to date and will include task fees, percentage complete, earned value to date, project summary, activities completed or in progress, planned activities for the next reporting period, a schedule of deliverables, a modification log, a task-based project completion summary, and invoice status. The report will be included as part of the invoice package.

3.1.5. Meetings and Coordination

Conduct and chair regularly scheduled virtual meetings and coordinate with entities within and outside of the project teams. Identify and facilitate milestone meetings.

a. Project Kickoff Meeting: AECOM will coordinate and host a kickoff meeting with GWA to discuss the objectives of the project. AECOM will solicit design parameters from GWA, discuss the challenges the project seeks to address, and refine the specifics of project schedule. AECOM will consult with GWA on environmental considerations, regulations/permitting and other relevant topics during project initiation.

b. Bi-weekly Meetings: AECOM will coordinate with the project team and, when necessary, with external stakeholders. Identify and facilitate milestone meetings, ensuring key points are discussed and agreed upon. Additionally, prepare and distribute detailed meeting minutes to document discussions and decisions.

c. Stakeholder Meetings: Coordinate and communicate with local and federal agencies, including the Guam Environmental Protection Agency (GEPA), the Department of Public Works (DPW), the Department of Parks and Recreation (DPR) and Guam Historic Preservation Office (GHRD), and the US Fish and Wildlife Services (USFWS) throughout the project. This coordination will facilitate the review and permitting process aligns with the project schedule.

d. Design Review Meetings: Design review (50% and 100%) meetings shall be covered under a separate task.

3.1.6. Deliverables

a. Monthly Progress/Status Reports

b. Project Progress Schedule(s)

c. Meeting Minutes

3.1.7. Assumptions and Exclusions

a. It is assumed that bi-weekly coordination meetings for the four projects in this Task Order will be consolidated into a single meeting, given the limited size and scope of the projects.

b. Due to the small scale of this project, a formal written Project Management Plan is not included in the scope of services. Project management and coordination support will be provided.

c. AECOM anticipates that GWA will provide contact information for GWA and other key stakeholders to enable coordination of the project kickoff meeting.

3.2 Preliminary Design

3.2.1. Data Research

AECOM will gather relevant data and conduct field investigations to support the development of the design. This may include site visits, utility research, topographic and boundary information, environmental constraints, and coordination with stakeholders. The collected information will be used to evaluate existing conditions and identify potential challenges. Based on this analysis, the designer will develop and assess design alternatives, considering factors such as constructability, cost, environmental impact, and long-term maintenance. The intent is to identify a practical and effective design approach before advancing into detailed design.

3.2.2. Site Visits

a. This Task includes one (1) civil engineer to conduct site investigations. We have assumed site visit of one (1) working day plus travel to and from Guam.

3.2.3. Topographic Survey Services

a. These services will be provided by Guam Surveyor, LLC.

b. Provide topographic field survey within the road right-of-way including surface features, elevations, visible utilities, accessible utility inverts elevations, rights-of-way, easements, boundaries within the project limits, and AutoCAD mapping.

3.2.4. Geotechnical Evaluation Services

a. These services will be provided by Geo-Engineering & Testing, Inc.

b. Geotechnical services will be performed to support the design of the sanitary sewer collection line and to help inform alignment, depth, and construction considerations. Services will include:

i. This task includes a desk-level geotechnical evaluation based on a review of available subsurface information from nearby and relevant projects. No field investigation, drilling, sampling, or laboratory testing will be performed as part of this task. The evaluation will rely on published geotechnical reports, boring logs, geological maps, and other publicly available or client-provided subsurface data within the project vicinity.

ii. Reviewing available geologic and geotechnical information relevant to the project area.

iii. Assessing anticipated soil strength, stability, and groundwater conditions that may affect trench excavation, pipe bedding, and backfill based on the available data.

iv. Providing recommendations for trench support, excavation methods, pipe zone materials, and compaction requirements based on the available data.

v. Identifying potential geotechnical risks, such as soft soils, high groundwater, or expansive clays, and recommending appropriate mitigation measures based on the available data.

vi. Preparing a geotechnical report summarizing findings and recommendations to be used in the final design.

These services will help inform the design with respect to the subsurface conditions and support development of an appropriate cost-effective approach.

3.2.5. Archaeological Services

a. These services will be provided by Southeastern Archaeological Research, LLC. (SEARCH)

b. The scope of work assumes the preparation of an Archaeological Monitoring and Data Recovery Plan (AMDRP) is required. The Guam State Historic Preservation Office (SHPO) may require preparation of an AMDRP prior to ground disturbance.

c. The preparation of the AMDRP will assess negative impacts the project may have on cultural resources and offer recommendations regarding historical properties. This process will include the preparation of a technical report that details background research, field methodology, survey results, and mitigation recommendations. The archaeological team will conduct a cultural resource inventory and evaluate historic resources potentially affected by the project. This will involve preparing and submitting an inventory survey plan, conducting the inventory survey, and reporting findings to SHPO, as well as other relevant agencies such as the Department of Agriculture, GEPA, and U.S. Fish and Wildlife Service.

d. Archaeological monitoring will be provided to support the geotechnical investigation as required by SHPO to monitor impacts of the project on the cultural resources within the project area.

3.2.6. Preliminary Design Workshop

A virtual preliminary design workshop will be conducted with the GWA project team to review approach, methodologies, findings, and determine design basis.

3.2.7. Basis of Design Report (BODR)

AECOM will develop a Basis of Design Report (BODR) that will include key information pertaining to related geotechnical and civil design criteria for the repair or replacement of the existing collection system to be submitted for GWA review and approval. The design will be in accordance with the applicable standards. The BODR at the minimum shall address the following elements:

a. Design objectives
b. Civil and geotechnical design criteria
c. Surrounding infrastructure, utility, right-of-way, and easement considerations
d. Proposed improvements
e. Quantity of wastewater flow
f. Flow control and bypass pumping
g. Hydraulic and gravity pipeline design
h. Pipeline construction and acceptance testing
i. Traffic Control
j. Concept Drawings
k. Class 5 construction cost estimate in accordance with the AACE International Cost Estimated Classification System.

3.2.8. Deliverables

a. Geotechnical Report – Draft
b. Geotechnical Report – Final
c. Archaeological Monitoring and Data Recovery Plan – Draft
d. Archaeological Monitoring and Data Recovery Plan – Final
e. Preliminary Design Workshop Agenda & Minutes
f. Basis of Design Report (BODR) – Final

3.2.9. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.

b. This scope of work assumes that USEPA shall prepare a Categorical Exclusion for NEPA compliance and that no local environmental documentation or other NEPA documentation shall be required.

c. Subsurface utilities will be located through information obtained by the topographic survey of above ground utility features and from information derived from existing records. Actual exposure of utilities and surface geophysical methods are excluded.

d. Easement and Land Acquisition services are excluded.

e. Actual subsurface conditions may vary from those inferred from the desk-level geotechnical evaluation.

3.3 Design

Following acceptance and approval of the final BODR, the designer will perform the following tasks to complete the 50% and 100% design document packages.

3.3.1. Meetings

a. The designer will conduct bi-weekly design progress review meetings with GWA to review the design process, each design discipline status, issues, and project schedule.

b. Virtual design workshops will be conducted at the completion of the 50% and 100% design development milestones.

c. Prepare and submit design progress review meeting and workshop agendas and minutes to GWA project team.

3.3.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 50% design, assist GWA with obtaining DPW Building Permit “initial” review and routing. Permitting agencies may include Land Management, Contractor’s License Board, Public Health, Environmental Protection Agency, Guam Waterworks Authority, Guam Power Fire Prevention Bureau, PEALS Board, Department Parks and Recreation, Department of Agriculture, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design.

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

3.3.3. Design Documents

a. Prepare the 50% and 100% progress design drawings, specifications, and contract documents.

b. Prepare “Issued for Bid” drawings, specifications, and contract documents.

3.3.4. Cost Estimate

Prepare Class 4, 3, 2, and 1 construction cost estimates for the 50% and 100% design phases, respectively. The estimates shall be in accordance with AACE International Cost Estimated Classification System.

3.3.5. Deliverables

a. Monthly Design Progress Review Meeting Agenda & Minutes
b. Design Workshop Agenda & Minutes (50%)
c. Design Drawings (50%)
d. Technical Specifications (50%)
e. Class 3 Cost Estimate (50%)
f. Design Workshop Agenda & Minutes (100%)
g. Design Drawings (100%)
h. Technical Specifications (100%)
i. Class 1 Cost Estimate (100%)
j. Design Drawings (Issued for Bid)
k. Technical Specifications (Issued for Bid)

3.3.6. Assumptions and Exclusions

a. Our schedule has allowed for three (3) consecutive calendar weeks for GWA to review reports and progress design documents. We have assumed each progress document will include one (1) response iteration.
b. It is anticipated that GWA will use a design-bid-build procurement method. Bid documents must be finalized prior to commencement of the formal bidding process.
c. Permit fees shall be borne by the Contractor.
d. Our SOW assumes Division 00 (front end) specifications shall be provided by and approved by GWA. AECOM will provide limited support to provide project specific details to the Division 00 specifications.

3.4 Contract Bidding Support

3.4.1. Pre-Bid Meeting and Site Visit

a. Prepare for and conduct pre-bid meeting and site visit. This will include the preparation of an agenda, maps for the site visit, and a sign-in sheet for the meeting and site visit. Facilitate the meeting with GWA, record the meeting, prepare minutes, and distribute the minutes to attendees via email.

3.4.2. Requests for Clarification

a. Compile requests for clarification regarding the design, prepare responses and distribute to the plan holders via email. Assist GWA in the preparation and review of addenda to the Contract Documents.

3.4.3. Bid Evaluation Meeting

a. Attend virtual bid evaluation meeting with GWA.

3.4.4. Bid Evaluation

a. After receipt of construction bid packages, the AECOM will perform an overall review of the bids received for completeness in accordance with the requirements of the bid documents with an emphasis on the apparent low bidder(s). AECOM will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

3.4.5. Technical Memorandum

a. Upon completion of the bid evaluation, the AECOM will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of the performance and payment bonds, insurance to verify compliance with bid documents, procurement regulations, bid analysis, and Contractor ranking by bid amount.

3.4.6. Deliverables

a. Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet.

b. Request for Clarification Responses

c. Bid Evaluation Spreadsheet

d. Technical Memorandum

3.4.7. Assumptions and Exclusions

a. N/A

3.5 E ngineering Support During Construction

3.5.1. Conformed Bid Documents

a. Coordinate preparation of “Issued for Construction” conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

3.5.2. Preconstruction Meeting

a. Virtually attend Preconstruction Meeting.

3.5.3. Weekly Progress Meetings

a. Attend weekly progress meetings, if requested by the Construction Manager (CM) or GWA.

b. **Ten (10)** progress meetings are included in this scope of work. If additional meetings are required, a separate scope and fee will be provided.

3.5.4. Submittal Review

a. Review Contractor submittals (e.g., product data, shop drawings, design calculations, samples, test results, and other data) required to be submitted by the Contractor for conformance with contract documents, as requested by the CM.

b. **Twenty (20)** submittal reviews are included in this scope of work. It is assumed each submittal will have three (3) review iterations. If additional submittals are required for review, a separate scope and fee will be provided.

3.5.5. Substitution Requests

a. Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

b. **Three (3)** substitution request reviews are included in this scope of work. It is assumed each substitution request will have three (3) review iterations. If additional substitution requests are required for review, a separate scope and fee will be provided.

3.5.6. Requests for Information

a. Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

b. **Twenty (20)** RFI responses are included in this scope of work. It is assumed each RFI may have three (3) response iterations. If additional reviews are required, a separate scope and fee will be provided.

3.5.7. Record Drawings

a. Prepare final record drawings in AutoCAD based on marked-up construction drawings provided by the Contractor. The record drawings shall not be signed and sealed by the Engineer.

3.5.8. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

e. Modification to Contract Documents

f. Record Drawings

3.5.9. Assumptions and Exclusions

a. Archaeological services during construction are excluded.

b. Construction Management services and additional site visits during construction are excluded.

c. Preliminary inspections, final inspection, and the preparation of punch lists are excluded.

d. Modifications to the contract documents due to unforeseen conditions are excluded from the scope of work. If additional design services are required, a separate scope and fee will be provided.

IV .SCH E DU L E OF DE L IV E RA BL E S

AECOM will perform activities under this Task Order on an ongoing basis, as described in this scope of work. A summary of the deliverables is provided in Table 2, below. AECOM assumes that written technical direction regarding specific schedules noted below will be conveyed by the GWA Project Manager to the AECOM Task Order Manager in writing or confirmed in writing within five (5) calendar days after verbal issuance. For each deliverable, AECOM will:

- Provide each initial deliverable to the GWA Project Manager in draft form for review and comment.

- Implement procedures to help confirm draft documents are reasonably free from errors prior to submission to GWA. The team will apply AECOM's established quality assurance procedures before submitting documents to GWA.
- Incorporate GWA comments into revisions of the submitted drafts.
- Obtain GWA approval of final deliverables.
- Allow three (3) weeks for GWA to review submittals.

Table 2. Deliverables

Task	Deliverable
02	**H agå tñ a Relief L ine A ssessment and D**
2.1.5	Monthly Progress/Status Reports
2.1.5	Project Progress Schedule(s)
2.1.5	Meeting Minutes
2.2.2	CCTV Inspection Videos in Accordance with NASSCO Standards
2.2.2	Summary Spreadsheet of CCTV Inspections
2.2.2	Inspection Report of CCTV Inspections with NASSCO Ratings
2.2.2	Summary Spreadsheet of Manhole Inspections
2.2.2	Report of each inspection (Pipeline/Manhole) with embedded photos standard NASSCO PACP or MACP format
2.2.3	Draft Condition Assessment Report
2.2.3	Final Condition Assessment Report
2.2.3	ESRI GIS Data
2.3.7	Geotechnical Report – Draft
2.3.7	Geotechnical Report – Final
2.3.7	Archaeological Monitoring and Data Recovery Plan – Draft
2.3.7	Archaeological Monitoring and Data Recovery Plan – Final
2.3.7	Preliminary Design Workshop Agenda & Minutes
2.3.7	Basis of Design Report (BODR) – Draft
2.3.7	Basis of Design Report (BODR) – Final
	Design

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Task	Deliverable
2.4.5	Monthly Design Progress Review Meeting Agenda & Minutes
2.4.5	Design Workshop Agenda & Minutes (30%)
2.4.5	Design Drawings (30%)
2.4.5	Outline Technical Specifications (30%)
2.4.5	Class 4 Cost Estimate (30%)
2.4.5	Design Workshop Agenda & Minutes (60%)
2.4.5	Design Drawings (60%)
2.4.5	Technical Specifications (60%)
2.4.5	Class 3 Cost Estimate (60%)
2.4.5	Design Workshop Agenda & Minutes (100%)
2.4.5	Design Drawings (100%)
2.4.5	Technical Specifications (100%)
2.4.5	Class 1 Cost Estimate (100%)
2.4.5	Design Drawings (Issued for Bid)
2.4.5	Technical Specifications (Issued for Bid)
	Contracting Bid Support
2.5.6	Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet
2.5.6	Request for Clarification Responses
2.5.6	Bid Evaluation Spreadsheet
2.5.6	Technical Memorandum
	E ngineering Support During Constructio
2.6.8	Conformed Bid Documents (Issued for Construction)
2.6.8	Submittal Review Responses
2.6.8	Substitution Request Responses
2.6.8	RFI Responses
2.6.8	Modification to Contract Documents

AECOM Scope of Work for GWA ID/IQ Task Order No. 3

Task	Deliverable
2.6.8	Record Drawings
03	**CarsPlus G ravity Sewer Relocation Desig**
3.1.6	Monthly Progress/Status Reports
3.1.6	Project Progress Schedule(s)
3.1.6	Meeting Minutes
3.2.8	Geotechnical Report – Draft
3.2.8	Geotechnical Report – Final
3.2.8	Archaeological Monitoring and Data Recovery Plan – Draft
3.2.8	Archaeological Monitoring and Data Recovery Plan – Final
3.2.8	Preliminary Design Workshop Agenda & Minutes
3.2.8	Basis of Design Report (BODR) – Final
3.3.5	Monthly Design Progress Review Meeting Agenda & Minutes
3.3.5	Design Workshop Agenda & Minutes (50%)
3.3.5	Design Drawings (50%)
3.3.5	Technical Specifications (50%)
3.3.5	Class 3 Cost Estimate (50%)
3.3.5	Design Workshop Agenda & Minutes (100%)
3.3.5	Design Drawings (100%)
3.3.5	Technical Specifications (100%)
3.3.5	Class 1 Cost Estimate (100%)
3.3.5	Design Drawings (Issued for Bid)
3.3.5	Technical Specifications (Issued for Bid)
	Contracting Bid Support
3.4.6	Pre-Bid Meeting Agenda & Minutes, Site Visit Map, and Sign-in Sheet
3.4.6	Request for Clarification Responses
3.4.6	Bid Evaluation Spreadsheet

Task	Deliverable
3.4.6	Technical Memorandum
	E ngineering Support During Constructio
3.5.8	Conformed Bid Documents (Issued for Construction)
3.5.8	Submittal Review Responses
3.5.8	Substitution Request Responses
3.5.8	RFI Responses
3.5.8	Modification to Contract Documents
3.5.8	Record Drawings

AECOM will use Autodesk AutoCAD, Revit, MS Word, Excel, and PowerPoint or Adobe Acrobat as the default formats unless otherwise directed by GWA.

V . COST E STIMA TE BA SIS A ND A SSU MPTIONS

The estimated hours and costs for this Task Order are outlined in the pricing spreadsheet included with this proposal. AECOM's cost estimate represents our professional assessment of the necessary staff mix, hours, travel, and other direct costs (ODCs) required to complete each task. This estimate is based on the work detailed by GWA in Task Order No. 3 and the constraints and assumptions specified in Section II of this technical proposal. Our proposed costs are preliminary and may vary depending on the actual tasks directed by the GWA Project Manager over the performance period. Furthermore, while AECOM provides task-specific estimates, we anticipate the flexibility to reallocate hours and ODCs across tasks as needed, provided the overall budget for the Task Order is maintained.

AECOM's cost estimate includes hours dedicated to Task Order oversight and management. This encompasses routine administration and management activities such as monitoring the Task Order, quality assurance (QA), cost accounting, billing, reviewing timekeeping reports, assessing task-specific staff mixes, and preparing monthly financial and technical reports (i.e., Monthly Progress Reports) as well as interim Level of Effort (LOE) and cost reports. Additionally, it involves attending staffing and management meetings and maintaining communication with GWA regarding project status, planned activities, or other issues pertinent to effective Task Order management.

Our cost estimate also reflects AECOM's practice of allocating contract-wide management and administration costs, including QA activities, financial tracking, and meetings with GWA staff, to each Task Order based on the relative size of that Task Order. In estimating management costs, we assumed that Monthly Progress Reports will be delivered electronically rather than hardcopy. Routine Task Order management and administration costs are expected to be billed to Task 1.0.

Except where noted differently in Section II, AECOM's labor estimates assume that formal Task Order deliverables will be reviewed by GWA. This means AECOM will provide draft deliverables to GWA, receive and incorporate GWA's comments, and revise the documents accordingly.

AECOM's cost estimate includes Other Direct Costs including:

- Travel
- Printing and Plotting

V I. QU A L ITY A SSU RA NCE

Performance under this Task Order will incorporate QA and QC procedures as described in AECOM's Project Delivery System. To promote the quality of written deliverables under this Task Order, AECOM will perform internal technical reviews, including inter-disciplinary reviews where appropriate.

V II. PRODU CTS/PRINTING

Drawings and documents will be printed in accordance with GWA requirements. For each submittal, digital copies will be provided. Digital copies of drawings will be delivered in both AutoCAD DWG and PDF formats, while other documents will be provided in PDF format. AutoCAD DWG files will only be provided for the 100% Final Design Drawings. The number of hard copies required is as follows:

- Reports: 4 copies, 8.5" x 11"
- Specifications: 4 copies, 8.5" x 11"
- Drawings (30%, 50%, 60%, 100%): 4 sets, 11" x 17",
- Drawings (100% Final, Issued for Bid, Issued for Construction): 4 sets, 22" x 34" and 4 sets, 11" x 17"
- Digital Copies: 2 each on CD/DVD

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/47 Fax No. (671) 648-3290

Issues for Decision

Resolution No. 07-FY2026
Relative to approval of an increase of funding and scope for indefinite delivery/indefinite quantity (IDIQ) contract with Landis+Gyr, Inc. for the supply ultrasonic water meters

What is the project's objective and is it necessary and urgent?
The primary objective of this project is to ensure the continued accuracy and reliability of customer water meters, which are essential for accurately measuring water consumption and billing customers for water service delivered. Reliable customer metering is fundamental to Guam Waterworks Authority's (GWA) ability to bill customers correctly, maintain revenue integrity, and support ongoing operations. The procurements conducted under Invitation for Bid (IFB) Nos. 2024-13 (Exhibit 1) and 2025-31 (Exhibit 2) were intended to maintain adequate meter inventory and support the timely replacement of failed or aging customer meters.

In addition, this project supports the replacement of production water meters to improve the accuracy of system input measurement, which complements customer metering by improving overall water accountability.

This resolution is necessary to ratify a prior procurement action and to authorize continued purchasing under the amended IDIQ contract. Two of the procurements were completed in good faith to meet operational needs; however, because the combined contract value exceeded the approval threshold, formal ratification is required to bring the contract into full compliance with GWA governance and regulatory requirements.

The action is time-sensitive because ratification and authorization are required to allow GWA to proceed with additional purchases of production water meters that have been identified as non-functioning. Without this authorization, GWA's ability to replace these meters and restore accurate production measurement would be delayed, prolonging inaccuracies that affect system accountability and water loss analysis.

Approval of this item will validate prior actions, formalize contract authority, and allow GWA to continue meter procurement activities in an orderly and compliant manner, ensuring accurate customer billing and improved system-wide water measurement.

Justification:
IFB No. 2024-13 was issued by GWA on February 29, 2024, for the procurement of small ultrasonic water meters intended for residential customer service connections. This procurement supported accurate customer billing, replacement of failed or aging meters, and maintenance of adequate meter inventory. A total of fourteen (14) vendors obtained bid packets for IFB No. 2024-13; however, only one (1) vendor, Landis+Gyr (L+G), submitted a bid. Following evaluation (Exhibit 7), L+G was determined to be the lowest responsive and responsible bidder, and the IDIQ contract (Exhibit 3) was executed on November 25, 2024.

Pursuant to IFB No. 2024-13, PO No. 800245 (Exhibit 4) was issued on 12/12/2024 to LG in the amount of $404,360.00 for the purchase of 2,000 residential ultrasonic meters (5/8" x ¾") to support customer meter replacement and inventory requirements.

Subsequently, GWA issued IFB No. 2025-31 on May 23, 2025, for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts. This procurement addressed a separate need after the residential meter procurement and involved different meter sizes and customer classes. A total of nine (9) vendors obtained bid packets for IFB No. 2025-31; however, only one (1) bid was submitted, again by L+G. L+G was recommended for award (Exhibit 8) as the sole responsive bidder.

Although IFB Nos. 2024-13 and 2025-31 were issued approximately fourteen (14) months apart and served different customer classes, both procurements were conducted independently through competitive sealed bidding, with public advertisement and open access to bid documents.

Following the award recommendation under IFB No. 2025-31, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB 2024-13 IDIQ contract on September 3, 2025, incorporating the pricing and scope for larger meters into the existing contract. The amendment was executed to consolidate ultrasonic meter procurement under a single contract vehicle for administrative efficiency.

Pursuant to IFB No. 2025-31, PO No. 801095 (Exhibit 6) was issued on 08/29/2025 to L+G in the total amount of $991,854.46, covering multiple meter sizes (1½", 2", 3", 4", 6", 8", and 10") for commercial and government customer accounts.

After execution of the amendment, GWA Operations conducted a system-wide review and determined that certain larger ultrasonic meters procured under IFB No. 2025-31 could also be deployed at production sites, where meter size and technical specifications were compatible. This determination was made as a post-award operational decision to standardize meter types, reduce the number of meter models maintained in inventory, and improve flexibility in responding to meter failures across customer and operational applications.

The consolidation of awards from IFB No. 2024-13 and IFB No. 2025-31 under a single IDIQ contract resulted in an aggregate contract value that exceeded the approval threshold requiring CCU and PUC authorization. Accordingly, ratification is requested to validate prior procurement actions executed in good faith, and authorization is requested to allow continued purchasing under the amended IDIQ contract, including additional larger meters to support production metering needs. This action will regularize contract authority at the aggregate level while allowing GWA to continue meter replacement activities essential to accurate customer billing and efficient system operations.

Where is the location?
Meters are deployed islandwide.

How much will it cost?
The total contract value consists of two completed purchase orders already issued under competitively awarded IFBs, plus a prospective purchase of production meters, including a 10% contingency to address quantity adjustments, installation conditions, or unforeseen operational needs.

Item	Reference	Description	Amount ($)	Status
1	PO No. 800245	Small ultrasonic meters – IFB 2024-13	404,360.00	Executed
2	PO No. 801095	Large ultrasonic meters – IFB 2025-31	991,854.46	Executed
3	Requisition	Production ultrasonic meters (38 × 4", 19 × 6")	254,034.37	Requisition
		Subtotal (Items 1–3)	**1,650,248.83**	
4	Contingency	10% applied to subtotal	165,024.88	Authorization Only
		TOTAL AUTHORIZATION REQUESTED	**1,815,273.71**	

Ratification is requested for the following previously executed purchase orders:
- PO No. 800245 – $404,360.00
- PO No. 801095 – $991,854.46

Total Amount for Ratification: $1,396,214.46

Authorization is requested for the following:
- Production meter requisition – $254,034.37
- 10% contingency applied to total amount – $165,024.88

Total increased amount to current contract is $419,059.25

Total contract authorization requested: $1,815,273.71

When will it be completed?
The procurements under the first and second purchase orders have already been initiated. The first purchase order has been fully received, and the meters are currently in inventory and being deployed. The second purchase order has been issued, and delivery of those meters is projected to arrive on Guam within approximately two (2) weeks.

Upon securing CCU and PUC approvals, the production meter requisition will be placed immediately under the existing IDIQ contract. Completion of all meter deliveries and availability for installation is therefore expected shortly after receipt of the second shipment and placement of the production meter order, with no anticipated delays once approvals are obtained.

What is the funding source?
Funding for the ratified and authorized expenditures will be provided through GWA bond funds, and Internally Funded Capital Improvement Program (IFCIP) funds as needed.

The RFP/BID responses (if applicable):
The RFP/BID responses are addressed and summarized in the Justification section.

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

GWA RESOLUTION NO. 07-FY2026

RELATIVE TO APPROVAL OF AN INCREASE OF FUNDING AND SCOPE FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT WITH LANDIS+GYR, INC. FOR THE SUPPLY ULTRASONIC WATER METERS

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

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

WHEREAS, the Guam Waterworks Authority (GWA) relies on ultrasonic water meters to accurately measure water consumption and bill customers for water service delivered, and to support the timely replacement of failed or aging meters across the water distribution system; and

WHEREAS, on February 29, 2024, GWA issued Invitation for Bid (IFB) No. 2024-13 (Exhibit 1) for the procurement of small ultrasonic water meters intended for residential customer service connections, resulting in the execution of an IDIQ contract (Exhibit 3) with Landis+Gyr, Inc. and issuance of Purchase Order No. 800245 (Exhibit 4) in the amount of $404,360.00; and

WHEREAS, on May 23, 2025, GWA issued IFB No. 2025-31 (Exhibit 2) for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts; and

WHEREAS, on September 3, 2025, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB No. 2024-13 IDIQ contract to consolidate pricing and scope for administrative efficiency; and

//

//

WHEREAS, GWA issued Purchase Order No. 801095 (Exhibit 6) in the amount of $991,854.46 for the procurement of larger ultrasonic water meters; and

WHEREAS, the consolidation of awards from IFB Nos. 2024-13 and 2025-31 under a single IDIQ contract resulted in an aggregate contract value exceeding the approval threshold requiring Consolidated Commission on Utilities (CCU) and Guam Public Utilities Commission (PUC) authorization; and

WHEREAS, GWA has also identified the need to replace production water meters and has submitted a requisition in the amount of $254,034.37 under the existing IDIQ contract, and is requesting a ten percent (10%) contingency to provide an appropriate authorization ceiling; and

WHEREAS, ratification and authorization of the increased funding and scope are necessary to validate prior procurement actions taken in good faith and to allow continued purchasing under the amended IDIQ contract without interruption to meter replacement activities.

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 Ratification for the following previously executed purchase orders under the IDIQ contract with Landis+Gyr, Inc, in the amount of $1,396,214.46 is necessary and hereby approved.
3. The CCU hereby authorizes the additional purchase of ultrasonic meters for operational production in the amount of $254,034.37, including a ten percent (10%) contingency applied to the total contract amount in the amount of $165,024.88; for a total authorized increase of $419,059.25..
4. The CCU hereby further authorizes and approves the total contract amount under the amended IDIQ contract with Landis+Gyr, Inc. in the amount of $1,815,273.71, subject to subsequent approval by the Guam Public Utilities Commission.

//

5. The CCU hereby further approves the use of Grant, Bond or Internally Funded Capital Improvement Program (IFCIP) funds to fund the ratified and authorized amounts under the amended IDIQ contract with Landis+Gyr, Inc.
6. The CCU hereby further authorizes management to notify the Guam Public Utilities Commission as appropriate under the Contract Review Protocol to petition for ratification and approval of the amended IDIQ contract with Landis+Gyr, Inc.

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

DULY AND REGULARLY ADOPTED, this 27th day of January 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

EXHIBIT 1

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

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Water Meters**, in **GWA IFB. NO. 2024-13**. Bids will be accepted until **10:00 a.m**. Chamorro Standard Time, February 29 **, 2024** 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 fifteen 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 GWA via e-mail at psbids@guamwaterworks.org or visit GWA Procurement 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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D. METHOD OF AWARD.
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I. COVENANT AGAINST CONTINGENT FEES.
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NON-COLLUSION AFFIDAVIT
CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS
SPECIAL PROVISION FOR OWNERSHIP DISCLOSURE AFFIDAVIT
OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT
BID AND PERFORMANCE BOND FOR GOODS AND SERVICES AS REQUIRED UNDER 5 G.C.A. § 5212
(This form must be used; failure to utilize this form is subject to rejection of bid)
WAGE AND BENEFIT DETERMINATION
NO GRATUITIES OR KICKBACK AFFIDAVIT
ETHICAL STANDARDS AFFIDAVIT
GOOD STANDING AFFIDAVIT
DRAFT FORMAL CONTRACT

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

Guam Waterworks Authority
Invitation for Bid Number: GWA 2024-13 for Water Meters

Indefinite Quantity Bid

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not a guarantee of amounts to be purchased. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEM(s)

Item No	Description	Estimated Qty	Unit Cost	Total Cost
1.0	Ultrasonic Water Meters 5/8 x 3/4"	1000 each	_____	_____

TECHNICAL SPECIFICATIONS ON ITEM 1.1

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer's two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer's AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow.		
All registers shall have at minimum 8 dials. 5/8x3/4" All registers shall read in U.S. gallons. Register measurement for 5/8x3/4" shall be to the 0.1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 5/8x3/4" = 20 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 5/8x3/4" = 0.05 gpm		
Maximum head loss shall not exceed 2.5 psi at 15 gpm for 5/8x3/4"		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 5/8x3/4" meters shall have a 5-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 5/8x3/4" shall have a 20-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
5/8x3/4" meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 20 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 5/8x3/4"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of GWA Ford meter boxes: 5/8x3/4" = 7-1/2 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted are requested by GWA to assure compatibility with existing GWA ¾" meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

Additional warranty requirements include meter housing-20 years, register-20 years, and register battery and measuring transducers 20 years prorated for years 11 through 20.

INSPECTION, REGISTRATION AND TESTS:
The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of $25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order.

BIDDING ON:

MFG: _____

BRAND: _____

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

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

B. EXPLANATION TO BIDDERS.

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

C. QUESTIONS.

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 business (5) days prior to the bid opening** schedule, and questions submitted thereafter shall not be responded to except at the discretion of GWA General Manager.

All questions regarding the bid must be submitted in writing and be delivered personally, via US mail, express delivery, fax or 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 at the first floor at 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.

(b.) 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

(c.) 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. DISCLOSURE OF MAJOR SHAREHOLDERS.

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

III. SPECIAL TERMS AND CONDITIONS

A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.

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

C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.

D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.

E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.

F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.

G. Bidders are reminded that submission of a bid constitutes an acknowledgment that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

H. "All or None Bids" (**if specified**) by classification of bid item is being used to ensure that GWA will Only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an "all or none" bid may be deemed to be non-responsive. If the bid is so limited, the Guam Water works Authority may reject part of such proposal and award on the remainder.

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

A. GENERAL COMPLIANCE WITH LAWS.

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

B. ACCESS TO RECORDS AND OTHER REVIEW.

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

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.

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 given under this bid.

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

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; earthquakes floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress is 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, goods, 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:

(i) contract prices for services accepted under the contract;
(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid

or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason 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 any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court, if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

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

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees, and governing board assume 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 in-route to or from the job during any travel required by the terms of this agreement.

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

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 or 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. CONTRACT DOCUMENTS.

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

a. Invitation to Bid
b. Instructions to Bidders
c. Bid
d. Form of Non-Collusion Affidavit
e. Certification of Bidders Regarding Equal Employment Opportunity
f. Bid and Performance Bond for Goods and Services
g. Payment Bond (when applicable)

h. Ownership & Interest Disclosure Affidavit
i. Wage and Benefit Determination
j. No Gratuities 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).

N. 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).

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

IV. 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 Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

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

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

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

3. Failure to Submit Required Documentation.

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

4. Shipping and Cost:

Total cost must include CIF delivery to GWA's warehouse located in 578 N. Marine Drive Corps., Tamuning, Guam. Deliveries shall be made via flatbed truck or other means acceptable to GWA. If necessary, a forklift must be provided during deliveries by the successful vendor to unload the truck. The contractor shall contact GWA's Warehouse (receiving) Division at 300-6340 ext. 6350/6385/6384 within 72 hours in advance of each delivery to determine whether or not a forklift will need to be provided.

5. Delivery:

The vendor will be responsible for all costs 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 warehouse at Tamuning, Guam. Delivery time is **45 days** after receipt of order (ARO).

6. Warranty and Service:

The successful Bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purpose stated in this Bid, and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than one (1) year after receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period. GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within 72 hours after notice of such need has been provided to the vendor.

In addition, the successful Bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the Bidder to contact any manufacturer directly unless the Bidder is the manufacturer of all goods provided hereunder, and the Bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including packing, freight and insurance for all goods to be sent to the manufacturer and returned to GWA without any cost to GWA.

In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if, however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

7. Contract Term:

GWA and the lowest responsible Bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year.

8. 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.

9. Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or down loaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery.

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

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 _____ 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

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 disclosures 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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____
_____	_____	_____

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____

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:

Name	Address	Amount of Commission, Gratuity, or other Compensation
_____	_____	_____
_____	_____	_____

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):

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____
_____	_____	_____

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

_____, 2023.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

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

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

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

_____

_____

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or

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

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 202___, A.D.

IN THE PRESENCE OF:
(Note: If the Principals are Partners, each must execute the Bond)

_____	_____
(WITNESS)	(BIDDER) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
TITLE)	(TITLE)

_____
(RESIDENT GENERAL AGENT)

WAGE AND BENEFIT DETERMINATION

Bid or RFP No.: _____Name of Offeror: _____

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

(l) 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 often (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 _____this day of _____, 2024 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 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 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. Form of Non-Collision Affidavit
e. Bid Bond

f. Certification of Bidders Regarding Equal Employment Opportunity
g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. 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 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).

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 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 the government and GWA shall be at the contract price. 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 (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 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 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 SubBidders 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 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 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) contract prices for services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. 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 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 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 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 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.

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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 P.E GWA General Manager	Bidder's Authorized Representative
Date: _____	Date: _____
Certified Funds Available:	Approved as to Form:
_____	_____
Taling M. Taitano, CPA, CGFM, CGMA GWA Chief Financial Officer	Theresa G. Rojas, Esq. GWA General Counsel
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 * * * * ***

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EXHIBIT 2

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

INVITATION FOR BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for the **Ultrasonic Water Meters** in **GWA IFB. NO. 2025-31**. Bids will be accepted until **10:00 a.m.** Chamorro Standard Time, **Friday, May 23, 2025,** at the GWA Procurement Office, located on the first floor of the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly and virtually opened via GoToMeeting and read aloud. Bidders interested in attending the virtual meeting may send their request to psbids@guamwaterworks.org to obtain the GoToMeeting ID/Link prior to the due date and time. All bids must be accompanied by a Bid/Performance Bond in the amount of fifteen percent (15%) of the total bid price. Bid security may be a Bid/Performance Bond, a Surety Bond, a Certified Check or a 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 that are available at the GWA Procurement Office. Bidders may download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact our Procurement Office via e-mail at psbids@guamwaterworks.org or visit our 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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For the Guam Code Annotated (GCA) and Guam Administrative Rules and Regulations (GAR) relevant statutory provisions and requirements see:

[1] 5 GCA § 5233
[2] 2 GAR § 3126(b)
[3] 5 GCA § 5253
[4] 5 GCA §§ 5801 and 5802
[5] 2 GAR Division 4 § 11107
[6] 2 GAR Division 4 § 3126
[7] 5 GCA § 5631
[8] 5 GCA § 5001(f)
[9] 5 GCA § 5212

For specific references and statutes, GCA and GAR are accessible at the Guam Compiler of Laws website: http://www.guamcourts.org/CompilerofLaws/index.html.

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

GWA DIVISION: **Meter Shop**

IFB NUMBER: **IFB 2025-31**

IFB TITLE: **Ultrasonic Water Meters**

DEADLINES:

Date	Activity	Time
05/01/2025	Issuance / Publication	08:00 a.m.
05/05/2025	Deadline for Requesting a Pre-Bid Conference	10:00 a.m.
05/07/2025	Deadline for Questions	10:00 a.m.
05/09/2025	Deadline for Responses	05:00 p.m.
05/23/2025	Deadline for Submission	10:00 a.m.
05/23/2025	Bid Opening	10:30 a.m.

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IFB Checklist for Bid Submission

1. **Registration & Access**
   - ☐ Register at the GWA Supplier Portal https://fa-exzs-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/redwood/supplier-registration/register-supplier/register-supplier-verification
   - ☐ Confirm receipt of bid amendments, clarifications, or updates after registration.

2. **Bid Preparation**
   - **Price Proposal**
     - ☐ Ensure price validity for a minimum of 120 calendar days unless otherwise specified.
     - ☐ Include all costs, ensuring accuracy and completeness.
   - **Bid Guarantee**
     - ☐ Prepare a bid guarantee (15% of total bid price) unless otherwise identified.
     - ☐ Include the appropriate form of security: bid/performance bond, surety bond, certified check, or cashier's check.
   - **Product Literature**
     - ☐ Provide brochures or descriptive literature for all items offered (if applicable).

3. **Document Assembly for Submission**
   - Affidavits (**Originals Only**)
     - ☐ Non-Collusion Affidavit
     - ☐ Certification of Non-Employment of Convicted Sexual Offenders
     - ☐ Special Provision for Ownership Disclosure Affidavit
     - ☐ Ownership and Interest Disclosure Affidavit
     - ☐ Bid and Performance Bond for Goods and Services
     - ☐ Wage and Benefit Determination
     - ☐ No Gratuity or Kickbacks Affidavit
     - ☐ Ethical Standard Affidavit
     - ☐ Good Standing Affidavit Ownership and Interest Disclosure Affidavit
     - ☐ Business License/Contractor's License
       - While not required for proposal submission, ensure you have the appropriate license(s) as a precondition for contract entry.

4. **Bid Submission**
   - Prepare sealed bid packages including:
     - ☐ One (1) **original bid clearly marked**.
     - ☐ Two (2) copies of the bid, clearly labeled.
     - ☐ One (1) electronic copy of the bid.
   - Submit all required documents in a sealed envelope.
   - Clearly mark envelopes with the GWA IFB number, bidder’s name, and "Bid Submission."

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

Guam Waterworks Authority
Invitation for Bid Number: GWA 2025-31
Ultrasonic Water Meters

This is an "Indefinite Quantity Bid" pursuant to the Guam Procurement Regulations. <u>The quantities reflected are only estimated and not a guarantee of amounts to be purchased</u>. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEMS

Item No	Description	Qty	Unit Cost	Extension
1.0	1 ½ Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.1	2 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.2	3 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		

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1.3	4 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.4	6 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.5	8 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.6	10 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		

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TECHNICAL SPECIFICATIONS ON ITEM 1.1 to 1.6

DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer's two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer's AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow. Meters sized 1.5" and larger are preferred to have NPT test port plugs on the meter outlet for onsite meter performance testing.		
All registers shall have at least 8 dials. 1.5" - 10" registers shall display at a minimum up to tens of millions of gallons. All registers shall read in U.S. gallons. Register measurement for 1.5" through 10" shall be to the 1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and		

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DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 1-1/2" = 100 gpm 2" = 160 gpm 3" = 500 gpm 4" = 1000 gpm 6" = 1500 gpm 8" = 2500 gpm 10" = 5000 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 1-1/2" = 0.40 gpm 2" = 0.50 gpm 3" = 0.50 gpm 4" = 0.75 gpm 6" = 2.00 gpm 8" = 4.00 gpm 10" = 8.00 gpm		
Maximum head loss shall not exceed 5 psi at 100 gpm for 1 ½" and 2" meters. Maximum head loss shall not exceed 3.0 psi at 350 gpm for 3" meters and 3.7psi at 1000 gpm for 4" meters. Maximum head loss shall not exceed 6.5 psi at 1,600 gpm for 6" meters, 4.5 psi at 2,800 gpm and 2.9psi at 5,500 gpm for 10" meters.		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 1-1/2", and 2" meters shall have a 5-foot three-wire in-line connector. Encoders for 3", 4", 6", 8" and 10" meters shall have a minimum 5-foot three-wire in-line connector with the option for a 25-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		

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DESIGN and PERFORMANCE SPECIFICATIONS **GWA Ultrasonic Water Meters** **Sizes 1.5" through 10"**	**COMPLY** YES OR NO	**COMMENTS** *size, weight, type, etc.*
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 1 ½", 2", 3", 4", 6", 8" and 10" meters shall have a 10-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
Meters sized 1 ½" and 2" shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 10 years from date of shipment from manufacturer with no limit on cumulative flow through the meter. 3", 4", 6", 8" and 10" meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 3 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of existing meter boxes: 1-1/2" = 13 inches 2" = 17 inches 3" = 17 inches 4" = 20 inches 6" = 24 inches 8" = 20 inches 10" = 26 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted may be requested by GWA to assure compatibility with existing GWA meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

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Additional warranty requirements include meter housing-10 years, register-10 years.

INSPECTION, REGISTRATION AND TESTS:
The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of $25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order

Company Name: _____ Date: _____

Point of Contact (Print Name & Sign) _____

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II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bid is issued subject to all 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 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 regarding the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

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 **May 5, 2025, at 10:00 a.m.**. 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 and be delivered personally, 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:

Guam Waterworks Authority 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

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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.

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 in Guam.
ii. the business concern maintains its headquarters in 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.

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 the following qualifications under 5 G.C.A. § 5012:

i. the business concern is licensed to do business in Guam.
ii. The business concern maintains its headquarters in 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.

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WOMEN-OWNED BUSINESSES: 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 in Guam.
(2) the business concern maintains its headquarters in 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. <u>DESCRIPTIVE LITERATURE / (BROCHURES).</u>

Descriptive literature (s) as specified in this solicitation must be furnished 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 to confirm (s) the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

F. <u>REJECTION.</u>

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.

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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 for the delay.

K. DISCLOSURE OF MAJOR SHAREHOLDERS.

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

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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 Determining Whether Bidder is Qualified" 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.

The deadline for bidders to request a pre-bid conference is **Monday, May 5, 2025, at 10:00 a.m.**. Pre-bid conferences may be held at any time prior to the date established herein for the 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 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 with 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 "N" above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

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R. REQUEST FOR BID FORMS.

Each bidder will receive one bid packet for $15.00, but the fee is waived if the packet is downloaded from GWA's website (www.guamwaterworks.org). Payment can be made by cash, certified check, credit card, or money order, payable to GWA. To ensure receiving updates, bidders should register with GWA Procurement on the first floor of the Gloria B. Nelson Public Service Building, or by calling 300-6027/6028. Failure to register could result in missed communications, and GWA is not liable for vendors' failure to provide complete and accurate 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.

The bidder is required to submit one original hard copy, two additional hard copies, and one electronic copy of the bid. The original must be signed in ink by an authorized representative. All submissions, including brochures, must be entirely in English.

The electronic copy of the bid shall be submitted on USB Drive. 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 confidential. Material so designated shall accompany the bid and shall be readily separated from the bid to facilitate public inspection of the non-confidential portion of the bid. However, prices and makes and models or catalog 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 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.

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W. CONTACT FOR CONTRACT NEGOTIATION.
All vendors are required to designate a person whom 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 or formal "contract" has been issued.

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

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 in 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

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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.

CC. DEBARMENT TERMS AND CONDITIONS.
All offerors and bidders should be cautioned to comply with 5GCA Chapter 5, Article 9, subsection §5426 and FAR 9.400-9.409 to communicate that GWA will not issue an award, Purchase Order, or enter into a contract with any supplier(s) or contractor(s) on the grounds of suspension or debarment under the IFB or RFP.

III. SPECIAL CONDITIONS

A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.

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

C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.

D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.

E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.

F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.

G. Bidders are reminded that submission of a bid constitutes an acknowledgement that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

H. IF APPLICABLE TO THIS BID, "All or None Bids" by classification of bid item is being used to ensure that GWA will only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an "all or none" bid may be deemed to be non-responsive. If the bid is so limited, the Guam Waterworks Authority may reject part of such proposal and award on the remainder.

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IV. SPECIAL TERMS AND CONDITIONS

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

A. GENERAL COMPLIANCE WITH LAWS.

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

B. ACCESS TO RECORDS AND OTHER REVIEW.

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

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.

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.

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

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

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 (10) 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

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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 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; 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 like 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.

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(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 subcontractors 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 (1) year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

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

(c). Absent complete agreement under Subparagraph 4(b) of this Section, GWA shall pay the Bidder the following amounts, provided payments that are agreed upon under Subparagraph 4(b) shall not duplicate payments under this Subparagraph:

(i). contract prices for services accepted under the contract.

(ii). costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii). costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause.

(iv). the reasonable settlement costs of the Bidder including accounting,

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clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees, if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the number 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 any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

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 include Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees and governing board assumes no Liability for any accident or injury that may occur to the bidder, bidder's agents, employees, or to bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.
2. GWA, its officers, agents, employees and governing board shall not be liable to bidder for any work performed by the bidder prior to the written and signed approval of this Contract by the General Manager for GWA and by submitting a bid, the bidder expressly waives any and all claims for

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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. If 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 1/4 of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer because of non-performance.

M. 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).

N. DISPUTES.

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

O. CONTRACT ISSUED UNDER THIS BID IS BINDING.

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

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

P. BIDDER'S RESPONSIBILITIES.

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

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by 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.

Q. SCOPE OF AGREEMENT.

Any Agreement issued under this bid and signed by the GWA General Manager (formal contract or Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by 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 GWA.

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R. 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 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 thirty (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.

S. 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.

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If a stop work order issued under this clause is cancelled at any time during the period specified in the order, if 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.

T. 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 thirty (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). (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

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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.

U. 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 the 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 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 under the "**Base Bid**" 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 Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until the 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.

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(iii). Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. Performance Bond: see Section 1 above.

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

4. Shipping and Cost:
All goods shall be delivered to GWA Supply Warehouse, and the Bidder shall be responsible for all costs, insurance, and freight ("CIF") until delivered to GWA. The Guam Waterworks Authority's main business address (compound) is 578 North Marine Corps Drive, Tamuning, Guam.

5. Material Stock: (Not Applicable to this bid.)
The contractor is required to maintain a local stock of 50% of the bid quantity to ensure sufficient availability to meet GWA's needs upon request.

6. Delivery:
The vendor will be responsible for all costs 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 warehouse in Tamuning, Guam. Delivery is required within 90 days from the purchase order date unless otherwise specified.

If delivery within 90 days cannot be met, requests for additional time must be submitted before confirming and accepting GWA orders. Such requests will be reviewed on a case-by-case basis and only considered with substantive proof that the delay was not the vendor's fault. GWA may require supporting documents, such as correspondence between the vendor and distributor, to verify the circumstances.

7. Warranty.
The successful bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purposes stated in this Bid, are manufactured in the **United States,** and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than 1 year after GWA receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. All vendors shall provide a copy to GWA of the manufacturer's warranty with their bid. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period.

GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within twelve 12 hours or less after notice of such need has been provided to the vendor.

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In addition, the successful bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder and the bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including freight and insurance for all goods to be returned and to replace all warranted items.
In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party of its choice experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

8. Contract Term: (Not applicable to this bid)
GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon the vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year. Subject to the availability of funds.

9. Amendments:
Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or downloaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery

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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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.

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(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.**

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OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)ss:
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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name	Street Address (Principal Place of Business)	Percentage of Shares Held
	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:

Name & Position	Street Address (Principal Place of Business)	Contact Information

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:

Name & Position	Street Address (Principal Place of Business)	Contact Information

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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:

Name	Address	Amount of Commission, Gratuity, or other Compensation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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):

Name & Position	Street Address (Principal Place of Business)	Contact Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 _____.

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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 _____ 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

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

_____
(Company Name)

_____
(Title)

_____ _____
(Signature) (Date)

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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 Date

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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/Proposer)

2. To the best of my knowledge, neither I, nor any of Proposer'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 Proposer, 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 Proposer'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 Proposer's proposal.

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

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, 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

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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/Proposer)

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Proposer 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 Proposer 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 Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, 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

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CONTINGENT FEE AFFIDAVIT

GUAM/State of _____)
)ss:
Municipality/City of _____)

I, the undersigned, _____[name] being first duly sworn, deposes and says:

1. I am the _____[title] of _____ [name of Offeror] ("offeror").

2. As part of offeror's bid or proposal, to the best of my acknowledge, the offeror has not retained any person or agency on a parentage, commission, or other contingent arrangement to secure this contract.

3. As part of offeror's bid or proposal, to the best of my acknowledge, the offeror has not retained A person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. All statements in this affidavit and in the proposal are true to the best of my acknowledge of the undersigned.

5. These statements are made pursuant to 2 GAR Division 4 § 11108(h).

6. I make these statements on behalf of myself as a representative of offeror, and on behalf of the Offeror's office, representatives, agents, subcontractors, and employees.

Further, affidavit sayeth naught.

Date: _____ _____

Title: _____

Subscribe and sworn to before me this _____ day of _____, 202_.

_____
Notary Public in and for Guam
My commission expires

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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 _____ 2024, 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

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

KNOW ALL MEN BY THESE PRESENTS, that

_____
(bidder name)

as Principal, herein after called the Principal and _____
(name of surety)

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

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

_____

_____

_____

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

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Bidder shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the

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performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

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

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

1. Complete the Contract in accordance with its terms and conditions; or

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

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

D. The above named Bidder and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's

work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

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

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

(a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 2024, A.D.

IN THE PRESENCE OF:

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

_____	_____
(WITNESS)	(BIDDER) (SEAL)
_____	_____
(TITLE)	(TITLE)
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
(TITLE)	(TITLE)

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ATTACHMENTS

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Revision History for GWA Invitation for Bid (IFB) Template

Version	Date	Description of Changes	Approved by	Notes
1.0	09/30/2024	New IFB Bid Packet Template issued to all procurement personnel via email.	Chris Budasi	Implementation of New IFB Bid Packet Template.txt
1.1	10/25/2024	1. Changed format for deadlines on page 4 2. Added requirement to submit electronic copy on page 5, Section 4 3. Inserted a Bookmark in Section II.C. that automatically updates the Question submission deadline from table on page 4. 4. Page 38, Attachments cover page added.	Chris Budasi	Requested by Bridney Borja, Buyer II • The number of copies of bid may be increased or decreased based on judgement of Buyer and End User.
1.2	11/19/2024	Page 3 order of affidavits updated. Affidavits #8 and #9 added to template. 1. Special Provision for Ownership Disclosure Affidavit 2. Ownership and Interest Disclosure Affidavit 3. Non-Collusion Affidavit 4. Certification of Non-Employment of Convicted Sexual Offenders 5. Wage and Benefit Determination 6. Ethical Standard Affidavit 7. Contingent Fee Affidavit 8. Good Standing Affidavit 9. Bid and Performance Bond for Goods and Services Bookmarks inserted to Pages 3 1. Inserted two Bookmarks on Page 1, that automatically update the bid submission time and date deadlines from table on page 4. 2. Inserted Bookmarks on Page 4, that automatically update the Pre-bid conference date from table on page 4. 3. Inserted two Bookmarks in Section II.O. that automatically update the Pre-bid conference date and time from the table on page 4.	Chris Budasi	
1.3	04/10/2025	1. Removed Pre-Bid Conference under Deadlines. 2. Added CC. **Debarment and Suspension** under Section II General Terms and Conditions.		

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Version	Date	Description of Changes	Approved by	Notes

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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 ("Contract") is made and entered into this 25th day of November, 2024 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 688 Route 15, Mangilao, Guam, 96913, and **LANDIS & GYR TECHNOLOGY, INC. ("Bidder"),** whose mailing address is 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 licensed to conduct business on Guam and having Guam business license Nos._____.

WITNESSETH, that whereas, GWA intends to purchase Ultrasonic Water Meters for the purpose of replenishing inventory to accommodate new customers and replacing meters that have reached the end of their useful life and whereas the Bidder has agreed to supply the meters in accordance with the specifications, terms, and conditions outlined in the bid document, GWA Bid No. 2024-13, the parties hereto agree to the following terms and conditions set forth in this Agreement.

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. 2024-13 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 is responsible for its own taxes imposed on Bidder under applicable laws arising as a result of or in connection with this Agreement. 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.

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SECTION 2. GWA AGREES:

The Bidder will issue invoices to GWA for all ordered equipment upon shipment of the equipment. GWA will set up an escrow account for the invoices within ten (10) workdays of issuance. Payments for all approved invoices will be made from the escrow account after the goods are delivered, bench tested and formally accepted by GWA. GWA agrees to provide formal acceptance within twenty (20) calendar days of delivery.
Once formal acceptance is granted, GWA will release funds from the escrow account to the Bidder within ten (10) calendar days. In the event GWA does not release payment from the escrow account within ten (10) days of formal acceptance, GWA agrees to pay Bidder three percent (3%) interest per month on the overdue amount. If payment is not released within sixty (60) calendar days of formal acceptance, GWA agrees to pay Bidder six percent (6%) interest per month 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; or

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

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. Form of Non-Collision Affidavit
e. Bid Bond

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f. Certification of Bidders Regarding Equal Employment Opportunity
g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
h. Performance Bond
i. Payment Bond
j. General Provisions
k. Special Provisions
l. Technical Specifications
m. Plans
n. Addenda/Amendments
o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

GWA shall issue Purchase Orders to Bidder by electronic mail for all equipment purchases. Bidder may accept GWA's Purchase Order by signing or acknowledging it using electronic mail, or by delivering the Products which GWA ordered. GWA's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. GWA must include desired shipment dates on all Purchase Orders. GWA's desired shipment dates shall take into account Bidder's current lead times at the time of the Purchase Order. Lead times will be provided to GWA by a Bidder representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Contract, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments ("**Order Documents**") shall incorporate the terms and conditions of this Contract, irrespective of whether any such Order Document expressly references this Contract, and shall be subject to the terms and conditions contained in this Contract. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Contract other than quantities, description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

Liquidated Damages shall be calculated from the scheduled shipment date to the actual shipment date and in the event the scheduled shipment date is not met, Bidder shall be responsible to notify GWA once the scheduled shipment date will change. Prior to liquidated damages taking effect, Bidder shall be given no less than thirty (30) additional calendar day time period with which to cure. GWA, in its sole discretion, and after the parties have conferred will set the specific date for cure., Bidder shall be liable for damages in the amount of one-fourth (1/4) of one percent (1%) of outstanding order per calendar day from date GWA sets for cure until the Bidder provides the supplies or services. Liquidated Damages shall be assessed in full, unless in GWA's sole discretion, the Bidder has demonstrated good faith efforts to cure. In no event will Bidder's obligation for any liquidated damages under Section 4 due to delays in delivery of equipment cumulatively exceed seven percent (7%) of the total aggregate amount of purchases in a calendar year.

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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 first be decided by informal discussions including senior executives representing both parties, whose mutual decision shall be final and conclusive upon the parties thereto. In the meantime, where commercially practicable, the Bidder shall diligently proceed with the work as directed. In the event the parties cannot mutually agree to resolve all or the respective disputes concerning any controversary OR the questions of fact, the remedies as provided under 5 G.C.A. §5427 shall govern.

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as represented by GWA 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 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.

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SECTION 10. GWA NOT LIABLE:

1. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise enroute 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**

Landis+Gyr Technology, Inc.
30000 Mill Creek Ave. Suite 100
Alpharetta, Georgia 30022
Attn: Legal Department

SECTION 12. T E R M & TERMINATION:

Section 12.1. Term. This Agreement shall commence on the Effective Date and continue in full force and effect for two (2) years unless sooner terminated in accordance with the provisions hereof.

Section 12.2 – 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 thirty (30) calendar 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.

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(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 the government and GWA shall be at the contract price. Notwithstanding, GWA shall be due liquidated damages as provided under Part III of the IFB, Special Terms and Conditions (Section L.), Liquidated Damages, for 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 GWA within thirty (30) calendar 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 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 12.3 – 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 ninety (90) 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

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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. GWA shall pay any due and owing invoices on equipment delivered prior to the written notice of termination.

(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 that are not considered Bidder Materials. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which 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 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) contract prices for services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Bidder would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;

(iv) the reasonable settlement costs of the Bidder including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and

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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 (collectively, "Bidder Materials") furnished hereunder shall be provided under a general license to use such materials; however, GWA agrees to treat applicable Bidder materials as confidential and may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make Bidder Materials available to any third party this not authorized under this Agreement, except when release is required by operation of law or court order. Nor may GWA copy, modify, or create derivative works or improvements of Bidder Materials, in whole or in part, except as authorized under this Agreement.

SECTION 16. INDEMNITY:

Each party ("Indemnifying Party") agrees to save and hold harmless the other party ("Indemnified Party"), its board members, officers, employees, 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 to the extent caused by any injury, death, or damage arising or growing out of the acts or omissions of the Indemnifying Party, Indemnifying Party's officers, agents (including sub-bidders), servants or employees under this Agreement.

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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 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 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 of Bidder's 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 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.

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EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL OR PUNITIVE, INCLUDING, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY.

CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY GWA TO BIDDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 21. CHANGE ORDERS.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, 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

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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.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, 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, where commercially practicable, 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

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(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.

SECTION 25. FORCE MAJEURE.

Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, epidemics, pandemics or outbreak of communicable disease, quarantines, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Bidder or GWA to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse the payment of any amount owed by one party to the other party under this Agreement.

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

GUAM WATERWORKS AUTHORITY:

Miguel C. Bordallo P.E
GWA General Manager

Date: 11/25/2024

BIDDER:

Jay Lasseter
VP, Customer Delivery
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/19/2024

Sean Cromie
CEO Americas
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/19/2024

Certified Funds Available:

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

Date: 11/25/2024

Approved as to Form:

Theresa G. Rojas, Esq.
GWA General Counsel

Date: 11/22/2024

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

Contract No.: _____

Vendor No.: _____

Contract Amount: $404,360.00

Certifying Officer: _____

Amount Certified: $404,360.00

Date: 11/25/2024

Source of funding: Internally Funded CIP

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EXHIBIT A

PRODUCTS PRICING SCHEDULE

A. Gridstream RF Solution Pricing

The following table represents Products and Services for the proposed solution.

Item	Minimum Quantity	Unit Price	Extended Price
Ultrasonic Water Meters			
Ultrasonic Water Meters 5/8 x 3/ 4 (5' Nicor)	2,000	$202.18	$404,360.00
15% Performance Bid	1	$915.00	$915.00

1. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.
2. This warranty applies exclusively to Master Meter Sonata 5/8", ¾" and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from Landis+Gyr. Coverage in both terms of time and registered usage is from date of shipment.
    a. Case Integrity. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") will retain their structural integrity for a period of 20 years
3. Electronics. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") batteries, transducers, and LCD will be warranted for a period of 20 years. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below.
4. Accuracy. Landis+Gyr warrants all Sonata meters (5/8", ¾" and 1") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a period of 20 years. Landis+Gyr will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below:

Year of Failure	Replacement Fee Paid by Customer off the list price when replacement is purchased
Years 11-14	30%
Years 15-20	40%

5. Landis+Gyr's pricing is subject to change due to any annual increase in CPI.
6. Landis+Gyr's pricing includes shipping charges. Shipping terms are CIF Destination: Port Authority of Guam.
7. Landis+Gyr's pricing does not include sales tax. This will be added to the invoices, as applicable.

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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 * * * * ***

GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

EXHIBIT 4

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	800245
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	12/12/2024	**Branch/Plant**	1210 Procurement & Supply
Buyer	Roland Lumongsud	**Currency Code**	USD
Phone	1-671-300-6856	**POC**	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

PURCHASE DESCRIPTION

PURCHASE DESCRIPTION

* SPECIFICATIONS (ARTICLES OR SERVICES):
Reference: GWA IFB No. 2024-13, ULTRASONIC WATER METER
5/8" X ¾" (5' NICOR)
2,000 EACH @ $202.18 = $404,360.00

AUTHORIZED PERSONNEL

AUTHORIZED PERSONNEL:
ALBERT PEREZ / BRYAN ARCEO /
WAREHOUSE PERSONNEL

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	Albert Perez
Business Unit	Procurement & Supply
G/L Account No	000001.1.1210.000.0000.0000..
Note to Receiver	

OR REQ-2025-20513 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		111603 METER,ULTRASONIC 5/8x3/4 Plumbing-Meter NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS	12/02/2024	2000	Each	202.18	404,360.00

Payment Terms: Net 30 **Total Inc** 404,360.00

Purchase Order number must be indicated on all delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE

P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	800245
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	12/12/2024	**Branch/Plant**	1210 Procurement & Supply
Buyer	Roland Lumongsud	**Currency Code**	USD
Phone	1-671-300-6856	**POC**	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

Supplier

This Order is
Digitally Approved by - Budasi, Christopher

GUAM WATERWORKS AUTHORITY

TERMS AND CONDITIONS

ALL PURCHASE ORDERS FROM THE GUAM WATERWORKS AUTHORITY ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. If the goods or services are connected with a bid or RFP issued by Guam Waterworks Authority (GWA), this purchase order (PO) shall be governed by the Terms and Conditions of the Bid or RFP as well as the Guam Procurement Law and the Guam Procurement Regulations.

2. An acknowledged and dated copy of this PO must be returned to GWA.

3. No variation in any of the terms, conditions, delivery dates, prices, quality, quantity or specifications under this PO, regardless of the conditions or terms of the seller's acceptance, will be effective without the written consent of a person specifically authorized by GWA to make such changes.

4. All goods delivered must be accompanied by this PO and a Delivery Receipt or an Invoice.

5. When applicable, shipping documents such as Shipping List and Packing List must also be attached to each delivery. Shipping documents should indicate the order number and a detailed description of goods or services provided, including, but not limited to, the part number and serial number for each item delivered and must be identified as either "PARTIAL" or "COMPLETE".

6. All goods delivered are subject to GWA's inspection and acceptance within a reasonable time after delivery. If the specifications are not met and are rejected by GWA, the goods shall be returned at the seller's expense.

7. Delivery of goods in excess of the amount stated in the PO will not be accepted unless specifically approved by a GWA official authorized to make such changes.

8. GWA will only be responsible for the total amount indicated in this PO and any unauthorized amount will not be paid by GWA.

9. Invoices shall be rendered on completion of services or delivery of goods and shall contain the PO number, item number, description of goods or services, quantities, unit price(s), date(s) rendered and total purchase price. Each invoice must refer to only one particular PO.

10. All invoices must be forwarded to the Accounts Payable department of the GWA. Invoices may be electronically submitted to accountspayable@guamwaterworks.org. Invoices must be properly endorsed by authorized GWA personnel as indicated in the PO along with their printed name and badge number. To ensure timely payments, invoices must be provided to GWA as soon as possible.

11. Payment shall be made on the terms of net thirty (30) days from the date of the invoice. In connection with any prompt payment discount offered, the time will be computed from date of delivery and acceptance at destination or from the date an acceptable invoice is received by the GWA, whichever is later. Payment is deemed to be made for the purpose of earning any discount, on the date the ACH is remitted or when the check is mailed. All claims to money due or to become due from GWA shall be subject to deduction by GWA for any offset or counterclaim arising out of this or any other PO with the Vendor.

12. All vendors with an outstanding unpaid invoice at the end of the month after the goods or services were rendered must provide monthly vendor statements to the Accounts Payable department of the GWA. Vendor statements may be electronically submitted to accountspayable@guamwaterworks.org.

INSTRUCTIONS TO VENDORS

• All deliveries must be scheduled 24 hrs. in advanced, and must be made at the GWA's Warehouse in Tamuning.

• To schedule a delivery, please call 300-6340 ext. 6350/6385/6384.

• All deliveries must be accompanied by this PO, Delivery Receipt or Invoice as well as Packing List and Shipping List when applicable.

• All boxes must specify a GWA PO number.

• Unless otherwise indicated on this PO, all goods must be delivered to the GWA warehouse, and acknowledged by authorized GWA warehouse personnel.

GUAM WATERWORKS AUTHORITY

DELIVERY OF PUMPS & MOTORS INSTRUCTION

• All deliveries of any related electrical pumps and motors must be received in a factory crate, box, or any other means packed by the manufacturer.

• Vendors are not to inform GWA personnel to open and inspect any delivery in its facility. All deliveries will be inspected at GWA's warehouse section upon delivery. Delivery will be rejected if instructions are not followed.

• Delivery of pumps and motors or related equipment must be labeled on the shipping crate or box with the following information:

• GWA PO Number, Description, Serial number, if applicable, and Model Number.

LIQUIDATED DAMAGES

In the event Vendor fails to deliver the Goods/Services in accordance with GWA requirements and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulation, 2 GAR Div.4 §6101(9) Liquidated Damages.

FIRST AMENDMENT TO THE

FORMAL CONTRACT

This First Amendment (this "**Amendment**") to the Formal Contract dated November 25, 2024 (the "**Original Contract**"), by and between Landis+Gyr Technology, Inc. ("**Landis+Gyr**"), and Guam Waterworks Authority ("**Customer**"), is a result of GWA-IFB 2025-31, awarded on June 20, 2025, and shall be effective as of the last signature date below ("**Amendment Effective Date**").

WHEREAS the parties hereto agree that a new contract is not required following the award of GWA-IFB-2025-31, for large Ultrasonic Water Meters, since Landis and Gyre and GWA have previously entered into and negotiated all contract terms under a recent, and separate and Original Contract, for small meters Ultrasonic Water Meters, awarded pursuant to GWA-IFB-2024-13 and first entered in November 2024.

WHEREAS, the parties further agree that all terms and conditions of the Original Contract shall remain in effect and will also apply to this award of GWA-IFB-2025-31, for large Ultrasonic Water Meters, as referenced and incorporated by this Amendment and by the additional information and terms provided and agreed to herein; and

WHEREAS, the parties agree that the Capitalized terms used, but not defined, herein shall have the meaning provided to them in the Original Contract.

NOW THEREFORE in consideration of the good and valuable mutual promises and other consideration described herein, the sufficiency of which is hereby acknowledged, Customer and Landis+Gyr agree to modify and amend the Original Contract as follows:

1. **Pricing**:

   a. The following pricing is added to Exhibit A, Products Pricing Schedule:

Item	Minimum Quantity	Unit Price	Extended Price
Ultrasonic Water Meters			
1 1/2" Octave Register/Meter – 25' Nicor	179	$1,896.49	$339,471.71
2" Octave Register/Meter – 25' Nicor	97	$1,807.50	$175,327.50
3" Octave Register/Meter – 25' Nicor	25	$2,732.50	$68,312.50
4" Octave Register/Meter – 25' Nicor	61	$3,697.29	$225,534.69
6" Octave Register/Meter – 25' Nicor	18	$5,975.65	$107,561.70
8" Octave Register/Meter – 25' Nicor	5	$7,096.31	$35,481.55
10" Octave Register/Meter – 25' Nicor	3	$13,388.27	$40,164.71
Performance Bond	1	$1,372.28	$1,372.28

2. **Full Force and Effect.** Except as expressly set forth in this Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

3. **Entire Agreement.** This Amendment, along with the Contract, constitutes the final and entire Contract between the parties respecting the subject matter hereof and thereof and any oral or written

representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the parties. Each party agrees it has not relied upon or been induced by any representation of the other party not contained in this Amendment.

4. **Precedence.** In the event of a conflict between the terms of this Amendment and the Contract, the terms of the Amendment shall control.

5. **Signatures**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Contract warrants that he is authorized to do so on behalf of the party for whom he/she signs this Amendment.

6. **Contract Term**. This Amendment shall commence on the Effective Date and shall run concurrently with the contract term under Section 12.1 of the Original Contract.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

Landis+Gyr Technology, Inc.

Signature

Jay Lasseter

Printed Name

VP, Customer Delivery

Title

09/03/2025

Date

Guam Waterworks Authority

Signature

Brett Railey

Printed Name

Brett E. Railey, P.E. Acting General Manager.

Title

Acting General Manager. 09/03/2025

Date

Landis+Gyr Technology, Inc.

Blake Miskin (Sep 3, 2025 09:00:51 EDT)

Signature

Blake Miskin

Printed Name

VP and CFO Americas

Title

09/03/2025

Date

EB

EB

EXHIBIT 6

GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

Order Company	General Procurement	**Order Number**	801095
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	08/29/2025	**Branch/Plant**	1210 Procurement & Supply
Buyer	Diana Hayashi	**Currency Code**	USD
Phone	1-671-300-6027	**POC**	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

PURCHASE DESCRIPTION

IFB 2025-31

IFB 2025-31

Ultrasonic Water Meters "Indefinite Quantity Bid"

AUTHORIZE PERSONNEL:

ELIZABETH SAN AGUSTIN 1222
KENNETH AQUININGOC 1522
BRIAN ARCEO 621

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	James Mantanona
Business Unit	Procurement & Supply
G/L Account No	000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000.. 000001.1.1210.000.0000.0000..

Note to Receiver

OR REQ-2025-21639 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		112033 METER, 1-1/2" ULTRASONIC WATER Plumbing-Meter	07/09/2025	179	Each	1,896.49	339,471.71
3		112036 METER, 4" ULTRASONIC WATER Plumbing-Meter	07/09/2025	61	Each	3,697.29	225,534.69

GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 01/16/2026

Guam Waterworks Authority
Purchase Order Print

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Ordered	08/29/2025	**Branch/Plant**	1210 Procurement & Supply
Buyer	Diana Hayashi	**Currency Code**	USD
Phone	1-671-300-6027	**POC**	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
4		112037 METER, 6" ULTRASONIC WATER Plumbing-Meter	07/09/2025	18	Each	5,975.65	107,561.70
5		112038 METER, 8" ULTRASONIC WATER Plumbing-Meter	07/09/2025	5	Each	7,096.31	35,481.55
6		112039 METER, 10" ULTRASONIC WATER Plumbing-Meter	07/09/2025	3	Each	13,388.27	40,164.81
7		112035 METER, 3" ULTRASONIC WATER Plumbing-Meter	07/09/2025	25	Each	2,732.50	68,312.50
8		112034 METER, 2" ULTRASONIC WATER Plumbing-Meter	07/09/2025	97	Each	1,807.50	175,327.50

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30 **Total Inc** 991,854.46

Purchase Order number must be indicated on all delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE

Supplier

This Order is
Digitally Approved by - Railey, Brett

GUAM WATERWORKS AUTHORITY

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In the event Vendor fails to deliver the Goods/Services in accordance with GWA requirements and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulation, 2 GAR Div.4 §6101(9) Liquidated Damages.

EXHIBIT 7

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

MEMORANDUM

TO: Miguel Bordallo, General Manager

VIA: Chris Budasi, Assistant General Manager of Administration

CC: Bid No. GWA 2024-13 Water Meters file

FROM: MaryAnn Castro, Buyer II

SUBJECT: Invitation to Bid No. GWA 2024-13 Water Meters

REF: Recommendation of Award

DATE: March 25, 2024

Bid Advertised
Date: February 12, 2024

Bid Opening Date and Time:
Date Opened: March 14, 2024
Time: 10:00 AM

Bid Packages Picked-up / Obtained from GWA Website at www.guamwaterworks.org

1. JMI Edison
2. Frontier Supply Company
3. Landis+Gyr
4. Master Meter
5. Badger Meter
6. PWXPress
7. Indigo Piping Systems
8. TH Wilson Bonds
9. CRW Trading Inc.
11. Nova Technologies
11. Brown and Caldwell
12. Guam Pacific Ent
13. American International Supply, Inc.
14. MCS Contractors

Bid Package Submitted

1. Landis+Gyr

Although fourteen (14) entities obtained bid documents from GWA, only one bid was submitted by the deadline.

Bid Findings from Landis+Gyr submittal:

Landis+Gyr bid offer was received on March 7, 2024 via Federal Express. On the scheduled date and time on March 14, 2024 at 10:00 am, Landis+Gyr bid offer was publicly opened, only one (1) attended the bid opening namely, John McDonald, representing Frontier Supply.

During the opening of the bid package, it was noted that Landis+Gyr did not provide a bid bond as specified on IFB 2024-13, Section IV Special Provisions, subsection 1, Bid and Performance Bond Requirements.

On March 19, 2024 at 12:27 am, an email was received from Landis+Gyr. Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, GWA Procurement, indicating "that the bond got delayed from the Guam bank to our headquarters in Alpharetta, GA US".

Bid Bond Received:
On March 22, 2024 at 4:25 am, an email was received from Landis+Gyr, Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, providing update indicating the bid bond is attached on the email and that the hard copy will be sent via Fed-Ex.

Landis+Gyr Bid Bond:
The review of Landis+Gyr Bid Bond met the 15%.

Total Base Bid offer	$164,330.00
15% Required Bid Bond	$24,649.50
15% Bid Bond Submittal	$30,327.00

GWA Legal Review and Recommendation:
The General Manager can declare the bid submission compliant and waive the "mistake" of not submitting a bid bond at the pre-determined bid opening time and date based on the following:

1. It is considered in the best interest of the territory and without any prejudice to other bidders as no other bid submission was received.
2. The "mistake" did not and will not affect bid price, quality, quantity etc.
3. Time is of the essence for GWA to obtain water meters which are inherently required for our water system billing.
4. All substantive portions of the submitted bid remain unchanged even if the bid bond is accepted late.

Based on the above, it is recommended that the bid award be made to Landis+Gyr.

mbcastro

Maryann Castro, Buyer II

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

[X] CONCURRED [ ] NONCONCUR

THERESA ROJAS, GWA LEGAL COUNCIL

XX [X] CONCURRED [ ] NONCONCUR

VINCENT ED. GUERRERO, SMA

[ ] APPROVED [ ] DISAPPROVED

2024.4.1

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

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EXHIBIT 8

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

MEMORANDUM

TO: General Manager

VIA: Supply Management Administrator

CC: Diana Hayashi, Buyer II Supervisor

FROM: Evaluation Committee Members

SUBJECT: Recommendation of Award for Invitation for Bid No. GWA IFB. 2025-31 Ultrasonic Water Meters "Indefinite Quantity Bid"

DATE June 20, 2025

Bid Opening Date and Time:
Date Opened: May 30, 2025
Time: 10:30 AM

Nine (9) Prospective Bidders acquired the IFB package.
1. Landis+Gyr Technology, Inc.
2. JMI- Edison
3. Frontier Supply
4. Guam Pacific Enterprises Inc.
5. Kamstrup
6. Mueller
7. Saira Group
8. Frontier Supply
9. Chemlane

Bids Received from:
- Landis+Gyr Tehnology, Inc.

Evaluation Committee members:
1. Elizabeth San Agustin, Utility Service Administrator
2. Kenneth Aquiningoc, Customer Service Supervisor
3. Bryan Arceo, Water Meter Maintenance & Repair Supervisor

Evaluation
Landis+Gyr Technology, Inc. bid submission was internally reviewed on May 30, 2025 at 11:00 a.m. and determined the following:

Section V. Special Provisions Subsection (1) Bid Bond Requirement:
Prior to the bid opening, Angie Thomas of Landis+Gyr submitted an email to GWA dated May 21, 2025, at 7:26 a.m., in which she forwarded a draft bid bond from her company's surety for

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review. The purpose of the submission was to ensure that the bid bond had been properly completed and executed prior to final issuance.

However, at the time of bid submission, Landis+Gyr did not include the original or any copies of the executed bid bond in their bid package. Although the company's intent to comply with the bid security requirement was evident, the executed bid bond was not submitted with the bid.

Subsequently, on Wednesday, June 18, 2025, at 4:49 a.m., Landis+Gyr emailed the fully executed bid bond to GWA. While this confirms that the bond had been finalized, it was not received prior to the bid deadline, as required by the solicitation documents.

The absence of the executed bid bond at the time of bid opening may be considered a material deviation under applicable procurement regulations.

Section II General Terms and Conditions: Subsection (E) Descriptive Literature

Upon review it was determined Landis & Gear did not provide descriptive literature (Brochure) although the literature was obtained online and used to confirm that Landis+Gyr was responsive to the bid specifications.

IFB 2023-19 and Rebid History – Justification for Award Recommendation Background

On April 13, 2023, GWA issued IFB 2023-19 for Various Sized Automated Meter Reading (AMR) Water Meters, Endpoints, AMR Hardware, and Software. While 21 bid packets were acquired, only one bid was received by the deadline of July 18, 2023. Upon review, the bid submitted by American International Supply, Inc. was deemed non-compliant due to failure to provide the required 15% Bid Bond, lack of a delivery schedule, and refusal to comply with the Liquidated Damages clause. As a result, no award was made.

A rebid was subsequently issued under IFB 2025-31, for which Landis+Gyr submitted the sole bid without a bid bond or descriptive literature.

Operational Need and Justification to Proceed with Award

The urgency of this procurement is underscored by the fact that GWA's current inventory of large water meters has been fully depleted and is no longer sufficient to:

- Replace failed meters in the field
- Fulfill new meter installations for large commercial businesses, farms, and government accounts
- Maintain a buffer inventory to address expected failures based on asset life projections

Currently, 61 customer meters require immediate replacement, with an additional 21 meters expected to fail in the near future based on their projected service life. Compounding this urgency, supply chain constraints have extended the delivery timeline for these meters to approximately twelve months from the date of order.

Water meters are the equivalent of cash registers for a utility—they are the primary means by which revenue is measured and collected. Without functioning, accurate meters, GWA cannot ensure proper billing and revenue recovery. GWA cannot afford to lose revenue due to

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preventable metering gaps, as any shortfall in collections may ultimately result in higher rates for all customers.

Re-soliciting this procurement at this stage would lead to further delays, increased administrative burden, and no assurance of broader participation, given the previous solicitation history. GWA has made good faith efforts to seek competition through public bidding, but the limited number of capable vendors in this space has resulted in a single responsive bid.

Proceeding with this award is both urgent and necessary to maintain service continuity, avoid unnecessary revenue loss, and support the utility's financial stability and infrastructure goals.

Recommendation to award Landis+Gyr

Pursuant to section III Special Conditions, subsection (C) specifies: The Guam Waterworks Authority reserves the right to accept and/reject any and all bids, to waive any defects, irregularities, or specifications discrepancies and to award the bid as deemed to be the best interest to GWA, therefore, since there is only one (1) bid submittal, and without prejudice to any supplier (s) the committee hereby request to move forward with award to:

Landis+Gyr

Item No	Description	Qty	Unit Cost	Total Cost
1.0	1 ½ Inch Ultrasonic Water Meters	179	$1,896.49	$339,471.71
1.1	2 Inch Ultrasonic Water Meters	97	$1,807.50	$175,327.50
1.2	3 Inch Ultrasonic Water Meters	25	$2,732.50	$68,312.50
1.3	4 Inch Ultrasonic Water Meters	61	$3,697.29	$225,534.69
1.4	6 Inch Ultrasonic Water Meters	18	$5,975.65	$107,561.70
1.5	8 Inch Ultrasonic Water Meters	5	$7,096.31	$35,481.55
1.6	10 Inch Ultrasonic Water Meters	3	$13,388.27	$40,164.81
MFG:	Master Meter			
Brand:	Octave			
Place of Origin:	Israel			
Date of Delivery:	52 Weeks Lead Time			
Total cost of all awarded items				**$991,854.46**

End of Evaluation

Diana D. Hayashi

Diana D. Hayashi
Buyer II Supervisor

Docusign Envelope ID: 3F761270-8217-445F-BDB4-98DB1CE27720

Concurred and accepted by the committee members:

Elizabeth San Agustin
Utility Services Administrator

Kenneth Aquiningoc
Customer Service Supervisor

Bryan Arceo
Water Meter Maintenance & Repair Supervisor

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

[X] CONCURRED [ ] NONCONCUR

Vincent Guerrero,
Supply Management Administrator

[X] CONCURRED [ ] NONCONCUR

Theresa G. Rojas,
Staff Attorney

[✓] APPROVED [ ] DISAPPROVED

Digitally signed by Christopher M. Budasi
Reason: for General Manager Miguel C. Bordallo, P.E.
Date: 2025.06.20 13:38:21 +10'00'

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

cc: Procurement File

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

MEMORANDUM

To: Beatrice P. Limtiaco, Assistant General Manager – Administration

From: Marianne Woloschuk, Legal Counsel MW

Date: January 27, 2026

Re: Assistant General Manager – Operations (AGMO) Compensation and Annual Pay Adjustments

---

I. Introduction.

You asked whether the Consolidated Commission on Utilities (CCU) is required to approve annual changes to the salary of the Guam Power Authority's (GPA) AGMO before AGMO can receive a pay adjustment.

While the CCU plays a role in approving AGMO's initial salary upon hiring, subsequent changes to AGMO's salary fall under the purview of the General Manager (GM). The CCU's continued involvement in the setting of AGMO's salary is neither required nor reasonable under applicable laws.

II. Factual Background.

The CCU conducts annual performance evaluations of the GM, Chief Financial Officer (CFO) and legal counsel. The CCU then votes on adjustments in the pay of these officers. These performance evaluations normally take place in November of every year. Pay adjustments are implemented shortly thereafter, at the end of the calendar year.

The GM evaluates the performance of the Assistant General Managers, including AGMO, in January, at the beginning of the calendar year. The GM then decides on their pay adjustments. With the exception of AGMO, managers' pay adjustments, like those of other employees, are implemented between March and June in accordance with the pay scales of the transitions in the CCU-approved 2022 Market Study.

AGMO receives a pay adjustment at the end of the year, along with the GM, CFO and legal counsel, after the CCU votes on AGMO's pay, despite the fact that the CCU does not evaluate AGMO's performance. As a result, AGMO receives a pay adjustment some six months later than similarly situated managers.

III. Legal Analysis.

A. Legislative History.

Prior to the creation of the CCU, GPA was governed by a board of directors appointed by the governor. The Board appointed the GM, who served at its pleasure. The Board also fixed the GM's compensation. The Assistant General Managers, on the other hand, were appointed by the GM with the Board's consent, and the GM determined their compensation with the Board's approval. *See* P.L. 11-57:1-3 (June 1, 1971). The Assistant General Managers, namely, the Assistant General Manager for Engineering and Technical Services (AGMETS), Assistant General Manager for Administration and Fiscal Services, and Assistant General Manager for Operations and Distribution (AGMO), served at the pleasure of the GM and the Board.

On March 13, 2002, following a legislative veto override, Public Law 26-76 was enacted to create the elected CCU to replace the politically appointed board that had previously governed GPA. P.L. 26-76:1 (Mar. 13, 2002). The statute also reorganized GPA's management slightly. The GM position remained, as did the AGMETS and AGMO positions, while the position of Assistant General Manager for Administration and Fiscal Services split into two: CFO and Assistant General Manager – Administration (AGMA).

B. Current Law.

Under the new regime, the CCU continues to appoint the GM, who serves at the pleasure of the CCU. 12 GCA § 8108(a). The CCU also continues to fix the GM's compensation, notwithstanding any other provision of law. 12 GCA § 8108(a)(2). Similarly, the CCU now appoints the CFO, who serves at the pleasure of the CCU, and fixes the CFO's compensation, notwithstanding any other provision of law. 12 GCA § 8110. The same is true of other officers that the CCU may also appoint, including a Secretary, a Treasurer, a Comptroller, and an Attorney: these officers serve at the CCU's pleasure and their compensation is fixed by the CCU, notwithstanding any other provision of law. 12 GCA §§ 8112(a). The law further provides that the GM, Secretary, Treasurer, Comptroller and Attorney do not fall within the classified service, but are hired, compensated and employed under terms and conditions fixed by and at the pleasure of the CCU. 12 GCA § 8118(c).

Public Law 26-76 removed the CCU's participation in the appointment and compensation of AGMETS and AGMA. *See* P.L. 26-76:16; 12 GCA §§ 8109 (repealed). The GM no longer needs the CCU's consent to appoint the AGMETS and AGMA or to determine their compensation. These managers can be removed by the GM, without the need for action on the part of the CCU. For the AGMO position, as was the case under the prior Board, the GM appoints AGMO with the CCU's consent, and AGMO serves at the pleasure of the GM and the CCU. The GM determines AGMO's compensation with the CCU's approval. 12 GCA § 8111. As shown below, these steps apply at the hiring of AGMO, rather than on an annual basis.

C. AGMO's Status.

1. GovGuam Employee Benefits.

All GPA employees are eligible for insurance, retirement, workers compensation and other GovGuam benefits. GPA employees are GovGuam employees for purposes of the civil service laws and personnel rules and regulations. This includes all scales, tables and schedules for compensation. P.L. 26-076:14; 12 GCA § 8110.5.

This section explicitly excludes from its provisions the compensation of the GM and CFO. It therefore implicitly includes AGMO. As a result, AGMO is a GovGuam employee entitled to GovGuam benefits and scales, tables and schedules for compensation, including those in the 2022 Market Study. Thus, section 8110.5 militates in favor of treating AGMO as an employee, rather than an officer, for purposes of the 2022 Market Study.

2. Duties.

The GM has enumerated statutory powers and duties, 12 GCA § 8108(a)(2) & (b)(1)-(6). In addition, by law the CCU may assign duties to the GM as required. 12 GCA § 8108(b)(7). The CCU also has statutory authority to set the duties of other officers, such as the Secretary, Treasurer, Comptroller, and Attorney. 12 GCA § 8112(a). The CCU does not, however, set AGMO's duties—those are either defined by law, 12 GCA § 8111(c), or otherwise assigned at the GM's discretion. 12 GCA § 8111(d). Thus, section 8111(c) militates in favor of treating AGMO as an employee who falls under the purview of the GM, rather than the CCU.

3. Compensation.

The statutory language used for the compensation of officers differs from that used for managers. The compensation of officers is "fixed," while the compensation of managers is "determined."

Under the meaningful-variation canon of statutory interpretation, if a statute "has used one term in one place, and a materially different term in another, the presumption is that the different term denotes a different idea". *Southwest Airlines Co. v. Saxon*, 596 U.S. 450, 458 (2022) (quoting A. Scalia & B. Garner, *Reading Law*, 170 (2012)). This canon operates in tandem with the presumption against surplusage, which requires giving meaning to all parts of a statute and avoiding interpretations that render provisions meaningless. *See Escobar Salgado v. Mattos*, __ F.Supp.3d __, 2025 WL 3205356, *11 (D. Nev. Nov. 17, 2025) ("[W]hen a statutory construction renders an entire provision or subparagraph meaningless, the canon against surplusage applies with special force.")

Here, the meaning of the terms used in the law differs. As a result, the treatment of an individual whose compensation is subjected to one term or the other must also necessarily differ. Fixed compensation generally implies an amount set by a governing body's direct action. *See, e.g., Lipscomb v. Abele*, 918 N.W.2d 434, 441 (Ct. App. Wis. 2018) (where

statute to "fix" compensation of officers established a government board's power over compensation of unclassified positions). "Determining" compensation, on the other hand, suggests the exercise of discretion within certain parameters or salary scales.

The law states that AGMO "shall be entitled to receive compensation to be determined by the General Manager with the approval of the Board." 12 GCA § 8111(c). Missing from the statute is the language "notwithstanding any other provision of law," which is present for every other CCU officer position. This means that AGMO's compensation falls under the GM's responsibilities, and by giving its approval, the CCU takes a hand in AGMO's initial hiring.

The fact that the CCU does not evaluate AGMO's performance militates in favor of this interpretation. *See generally* CCU Minutes, Special Bd. Meeting (Oct. 15, 2024, *et seq.*) (performance evaluations of seven utilities officers, AGMO not included); *see id.* at 39-40 (discussion of AGMO compensation based on GM's recommendation and questioning basis for the CCU deciding AGMO's compensation). Under its own standing rules, the CCU conducts regular, annual performance evaluations of the GM, the CFO and legal counsel. *See* CCU Standing Rules, 29-43 (GM), 44-58 (CFO), & 59-72 (legal counsel) (Jan. 13, 2025). The CCU lacks authority to conduct a performance evaluation of AGMO.

After initial hiring, the GM should exercise his discretion as to AGMO's compensation within the 2022 Market Study or any other applicable parameters, with no further need for CCU input. Otherwise continued CCU involvement in AGMO's compensation would render the distinction between "fixing" and "determining" meaningless. Moreover, the absence of the modifier, "notwithstanding any other provision of law," from the AGMO statute further demonstrates the legislative intent to treat AGMO like other GPA employee-managers.

IV. Conclusion.

The CCU bestows its approval on AGMO's compensation when the GM initially hires for the position and presents the candidate to the CCU. Since the CCU does not evaluate AGMO's job performance, CCU approval of AGMO's pay adjustment on an annual basis is incongruous with the statutory compensation scheme. Thus, after initial hiring, the CCU should allow AGMO to be treated like similarly situated managers whose pay adjustments fall under the GM's purview. Doing so gives meaning to the law as enacted, without subjecting AGMO to disparate treatment. The CCU and the GM will continue to share ultimate authority, in light of the fact that AGMO serves at the pleasure of both.

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January 23, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Litigation Matters in Executive Session during CCU Regular Board Meeting on January 27, 2026

Dear Commissioners,

As the legal counsel for the Guam Waterworks Authority (GWA), I hereby recommend pursuant to 5 G.C.A. § 8111, that the Commissioners discuss the following matters in Executive Session during the January 27, 2026, CCU Regular Board Meeting:

1. Litigation issues as stated in Agenda

Pursuant to 5 G.C.A. § 8111, the Commission must make an affirmative vote of a majority of the members of the Commission to discuss these matters in Executive Session. Please contact me at 671-300-6853 if you have any questions.

Sincerely,

Theresa G. Rojas
GWA Legal Counsel

TGR/abg

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January 23, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Personnel Matters in Executive Session during CCU Regular Meeting on January 27, 2026

Dear Commissioners,

As the legal counsel for the Guam Waterworks Authority (GWA), I hereby recommend pursuant to 5 G.C.A. § 8111, that the Commissioners discuss the following matters in Executive Session during the January 27, 2026, CCU Regular Meeting:

1. Personnel issues as stated in Agenda

Pursuant to 5 G.C.A. § 8111, the Commission must make an affirmative vote of a majority of the members of the Commission to discuss these matters in Executive Session. Please contact me at 671-300-6853 if you have any questions.

Sincerely,

Theresa G. Rojas
GWA Legal Counsel

TGR/abg