Outlook

Messages & Communications Doc. No. 38GL-26-3179 through 3189.

From 38th Committee On Rules <committeeonrules@guamlegislature.gov>
Date Tue 11/10/2026 9:58 AM
To Guam Legislature Clerks <clerks@guamlegislature.gov>
Cc Frank Blas Jr. <speakerblas@guamlegislature.gov>

6 attachments (15 MB)
111026COMM Doc. No. 38GL-26-3181.pdf; 111026COMM Doc. No. 38GL-26-3183.pdf; 111026COMM Doc. No. 38GL-26-3185.pdf; 111026COMM Doc. No. 38GL-26-3186.pdf; 111026COMM Doc. No. 38GL-26-3187.pdf; 111026COMM Doc. No. 38GL-26-3189.pdf;

Håfa Adai Clerks Office,
Please see attached, **Messages & Communications Doc. No. 38GL-26-3179 through 3189** for processing:

√	**38GL-26-3179**	Department of CHamoru Affairs	Notice of Intent for the Above-Step Recruitment of Johnathan G. Patton as Historic Preservation Specialist II and Vinessa P. Duenas as Historic Preservation Specialist II*
√	**38GL-26-3180**	Guam Department of Education	Guam Education Board Regular Board Meeting Packet for October 27, 2026 and October 29, 2026*
√	**38GL-26-3181**	Bureau of Statistics and Plans	FY2026 4th Quarter Report on Locally Produced Agricultural and Fish Products Purchased by the Government of Guam*
	38GL-26-3182	Bureau of Budget and Management Research	American Rescue Plan Act of 2021 and Infrastructure Investment and Jobs Act Allocation Reports for period ending October 31, 2026*
√	**38GL-26-3183**	Department of Public Health and Social Services	Guam Department of Education (GDOE) Public Schools Variance Report for the month of October 2026*
√	**38GL-26-3184**	Guam Memorial Hospital Authority	Board of Trustees Meeting Packet for October 27, 2026*
√	**38GL-26-3185**	Department of Public Health and Social Services	Prior Year Obligation to pay Guam Memorial Hospital Authority in the total amount of $8,123.68*
√	**38GL-26-3186**	Department of Public Health and Social Services	Prior Year Obligation to pay Laura Jano in the total amount of $407.00*
√	**38GL-26-3187**	Department of Public Health and Social Services	Prior Year Obligation to pay Lumina LLC dba: Mangilao Dental in the total amount of $2,795.40*
√	**38GL-26-3188**	Consolidated Commission on Utilities	Board Books file for Guam Waterworks Authority Work Session Packet for October 20, 2026; Board Books file for Guam Power Authority Work Session Packet for October 22, 2026; and Board Books file for Consolidated Commission on Utilities Regular Board Meeting Packet for October 27, 2026*
√	**38GL-26-3189**	Guam Housing Corporation	Board Meeting Packet for October 30, 2026*

Please retrieve Doc. No. 38GL-26-3184 and 3188 from link below:

Messages & Communications Physical Scanned Copy - Google Drive

Kindly reply to this email.

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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Messages and Communications 38GL-26-3188*

2 messages

Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Mon, Nov 9, 2026 at 4:28 PM
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-26-3188

38GL-26-3188	Consolidated Commission on Utilities	Board Books file for Guam Waterworks Authority Work Session Packet for October 20, 2026; Board Books file for Guam Power Authority Work Session Packet for October 22, 2026; and Board Books file for Consolidated Commission on Utilities Regular Board Meeting Packet for October 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** <llgilman@gpagwa.com>
Date: Fri, Nov 6, 2026 at 10:00 AM
Subject: Board Books: CCU Regular Meeting & Work Sessions, October 2026
To: Governor@guam.gov <Governor@guam.gov>, speakerblas@guamlegislature.gov <speakerblas@guamlegislature.gov>
Cc: jessica.cruz@guam.gov <jessica.cruz@guam.gov>

Hafa Adai, Governor Leon Guerrero and Speaker Blas,

Buenas! Please see board book links for the following CCU meetings for October 2026:

Board Book: GWA Work Session, 10/20/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_d4e24694107241e885094ade031ea599.pdf

Board Book: GPA Work Session, 10/22/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_a85eb4b4cb5f438daf51c7e2dbc7102d.pdf

Board Book: CCU Regular Meeting, 10/27/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_95e0aa817b1e4f8c84ef4075453c2cf3.pdf

Kindly acknowledge receipt of three board book links from the CCU for October. Please note, the CCU Special Meeting, 10/23/26, has not adjourn. The issues for the special meeting are still being discussed. Thank you.

Regards,

Lourissa Gilman

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

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38GL-26-3188.pdf
1094K

38th Committee On Rules <committeeonrules@guamlegislature.gov> Tue, Nov 10, 2026 at 9:16 AM
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 Regular Meeting & Work Sessions, October 2026

2 messages

Lourissa Gilman <llgilman@gpagwa.com> Fri, Nov 6, 2026 at 10:01 AM
To: "Governor@guam.gov" <Governor@guam.gov>, "speakerblas@guamlegislature.gov" <speakerblas@guamlegislature.gov>
Cc: "jessica.cruz@guam.gov" <jessica.cruz@guam.gov>

Hafa Adai, Governor Leon Guerrero and Speaker Blas,

Buenas! Please see board book links for the following CCU meetings for October 2026:

Board Book: GWA Work Session, 10/20/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_d4e24694107241e885094ade031ea599.pdf

Board Book: GPA Work Session, 10/22/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_a85eb4b4cb5f438daf51c7e2dbc7102d.pdf

Board Book: CCU Regular Meeting, 10/27/26: https://0563861f-40d5-47c2-b1b6-5a87abfa1340.usrfiles.com/ugd/056386_95e0aa817b1e4f8c84ef4075453c2cf3.pdf

Kindly acknowledge receipt of three board book links from the CCU for October. Please note, the CCU Special Meeting, 10/23/26, has not adjourn. The issues for the special meeting are still being discussed. Thank you.

Doc Type: 38GL-26-3188
OFFICE OF THE SPEAKER
FRANK F. BLAS, JR.
November 6, 2026
Time: 10:01 AM
Received:

Regards,

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

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Speaker Frank Blas Jr. <speakerblas@guamlegislature.gov> Fri, Nov 6, 2026 at 11:14 AM
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

(671)969-6456
speakerblas@guamlegislature.gov

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[Quoted text hidden]

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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., October 20, 2026

***AMENDED AGENDA**

1. CALL TO ORDER

2. GWA ISSUES FOR DECISION
   - 2.1 ***GWA Resolution No. 02-FY2027/GPA Resolution No. FY2027-06 –** Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU)
   - 2.2 ***GWA Resolution No. 03-FY2027 -** Relative to Authorizing the Additional Expenditures for Security Services with Pacific Island Security Agency (PISA) under GWA IFB 2022-12 and Authorizing GWA to seek the Approval of the PUC for Contract costs Exceeding One Million Dollars
   - 2.3 **GWA Resolution No. 04-FY2027 –** Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.
   - 2.4 **GWA Resolution No. 05-FY2027 -** Relative to Approval of Amendment for the Indefinite Delivery/Indefinite for Quantity Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.
   - 2.5 **GWA Resolution No. 06-FY2027 -** Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation

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 Litigation Matters

6. ANNOUNCEMENTS
   - 6.1 Next CCU Meetings: October 22, 2026 – GPA WS at 8:30 a.m.
     October 23, 2026 – CCU Special Metting at 8:30 a.m.
     October 27, 2026 - CCU Regular Board Meeting at 5:30 p.m.

7. ADJOURNMENT

38GL-26-3188
Messages and Communications
RECEIVED
COMMITTEE ON RULES
November 9, 2026
4:28 p.m.
Marie Crisostomo

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OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 02-FY2027 (GWA) / FY2027-06 (GPA)
Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

What is the project's objective and is it necessary and urgent?
The resolution sets uniform procedures for Commissioners to attend and vote remotely by video teleconference. It implements 5 GCA § 43121 and CCU Standing Rule 1.2.5.8. It is necessary because 5 GCA § 43121(c) provides that boards and commissions shall develop rules governing the use of video teleconferencing for their members, and CCU Standing Rule 1.2.5.8 authorizes the establishment of procedures for electronic voting. It also helps Commissioners who cannot be physically present take part, keeps Commission business moving, and ensures every vote is documented in the official record.

Where is the location?
Not applicable. This is a Commission governance and procedural resolution

How much will it cost?
No Cost.

When will it be completed?
The resolution takes effect immediately upon adoption by the CCU.

What is the funding source?
Not Applicable.

The RFP/BID responses (if applicable):
Not Applicable.

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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

GWA RESOLUTION NO. 02-FY2027 / GPA RESOLUTION NO. FY2027-06

RELATIVE TO AUTHORIZING AND ADOPTING RULES AND PROCEDURES FOR VIRTUAL ATTENDANCE AND ELECTRONIC VOTING FOR COMMISSIONERS OF THE CONSOLIDATED COMMISSION ON UTILITIES

WHEREAS, the Consolidated Commission on Utilities ("CCU" or "Commission") was established pursuant to Chapter 79 of Title 12, Guam Code Annotated, and is vested with the powers and duties governing the Guam Power Authority and the Guam Waterworks Authority; and

WHEREAS, pursuant to 12 GCA § 79101, the Commission is authorized to adopt rules and regulations governing the conduct of its affairs; and

WHEREAS, pursuant to 5 GCA § 43121(a), members of boards and commissions may participate in regular and special meetings through video teleconferencing, subject to applicable statutory requirements, and participation through video teleconference may satisfy the requirements for a quorum; and

WHEREAS, 5 GCA § 43121(c) further provides that boards and commissions shall develop rules and regulations governing the use of video teleconferencing for their members, in addition to compliance with other requirements in accordance with their individual missions and functions, consistent with the Open Government Law and applicable law; and

WHEREAS, 5 GCA § 43121(d) expressly provides that executive sessions and due process hearings shall not be conducted via video teleconferencing; and

WHEREAS, the CCU has adopted Standing Rules governing the meetings and conduct of business of the Commission, including Rule 1.2.5, governing voting by members of the CCU; and

WHEREAS, Rule 1.2.5.8 of the CCU Standing Rules specifically addresses "Electronic Voting" and authorizes the CCU Committee on Rules to establish procedures for electronic voting by members of the CCU who are not physically present but are able to participate; and

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WHEREAS, the CCU defines "electronic voting" as the contemporaneous casting of an "aye" or "nay" vote by a Commissioner participating through video teleconferencing pursuant to 5 GCA § 43121 during a duly noticed and properly convened Commission meeting, either by audible roll, video call or through an approved nonanonymous electronic voting mechanism to include private text messages, and direct messages shall constitute votes under this Resolution; and

WHEREAS, a member seeking to participate remotely shall submit a written request to the Chairperson via email, text message or direct message, in accordance with 5 GCA § 43121(a), which request and its disposition shall be documented and attached to the minutes of the meeting, and remote participation shall be subject to all applicable statutory requirements; and

WHEREAS, the Commission recognizes that members who are legally authorized to participate through video teleconference pursuant to 5 GCA § 43121, or through such other remote means as expressly authorized by applicable law, are participating members of a duly noticed meeting and, consistent with the CCU Standing Rules, shall be permitted to participate in the business of the Commission and vote on matters properly before the Commission, subject to the same applicable voting requirements and limitations governing members participating in person; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall be permitted only in connection with a duly noticed and properly convened regular or special meeting of the Commission, and only when the member participating remotely is legally authorized to do so, is participating through an authorized video teleconference means, and is able to hear and participate in the proceedings; and

WHEREAS, the Commission establishes that electronic voting shall not alter the voting obligations, voting thresholds, or limitations imposed by applicable law or the CCU Standing Rules. Each participating Commissioner shall vote "aye" or "nay" when a vote is called, unless barred from voting by public law or excused from voting for cause in accordance with 5 GCA § 43120(b) and CCU Standing Rule 1.2.5.3.; and

WHEREAS, the Commission establishes that the Commission Secretary, or such other person as may be designated by the Commission, shall administer the electronic voting process and shall provide members participating remotely with access to the electronic voting mechanism,

DRAFT

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which shall permit the casting of an affirmative, negative, abstaining, or other vote authorized under the applicable voting rules; and

WHEREAS, the Commission establishes that reasonable procedures shall be maintained to verify the identity of each member casting an electronic vote and to ensure that each electronic vote is accurately recorded, preserved, and reflected in the final vote of the Commission; and

WHEREAS, the Commission establishes that electronic voting shall not be conducted as a secret or anonymous ballot, and the identity and vote of each member shall be ascertainable and included in the official meeting record to the extent required by applicable law; and

WHEREAS, the Commission establishes that the minutes of each meeting shall identify members participating through video teleconferencing and shall record electronically cast votes in the same manner as votes cast by members physically present, subject to applicable law and the CCU Standing Rules; and

WHEREAS, the Commission recognizes that technical interruptions may occur during virtual participation and establishes that, if a technical failure prevents a remotely participating member from casting an electronic vote, the Chairperson may provide a reasonable alternative means for the member to communicate the member's vote, including verbally through the meeting's authorized video teleconference platform, provided that the member remains legally authorized to participate remotely, remains a participant in the duly noticed meeting, remains able to hear and participate in the proceedings, and the vote can be reliably attributed to that member; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall not diminish any public access, notice, participation, or transparency requirement imposed by the Open Government Law or other applicable law, and shall not be used to conduct Commission business outside a properly noticed and convened meeting; and

WHEREAS, the Commission authorizes the Commission Secretary, in consultation with the Chairperson, General Counsel, and applicable technology personnel, to implement such technical and administrative procedures as are reasonably necessary to implement these requirements, including procedures for member authentication, access to the electronic voting platform, verification and preservation of votes, and the handling of technical interruptions; and

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WHEREAS, all such technical and administrative procedures shall be consistent with 5 GCA § 43121, including subsection (d), the Open Government Law, the CCU Standing Rules, and all other applicable laws and regulations; and

WHEREAS, nothing herein shall be construed to authorize a CCU member to cast an electronic vote when the member is not participating in a duly noticed Commission meeting, or to authorize Commission action outside a meeting when applicable law or the CCU Standing Rules require such action to occur at a duly noticed meeting; and

WHEREAS, nothing herein shall be construed to authorize virtual participation or electronic voting in connection with an executive session or due process hearing that may not lawfully be conducted via video teleconferencing pursuant to 5 GCA § 43121(d), or to expand the authority otherwise provided by law for remote participation by members of the Commission; and

WHEREAS, the Commission finds that establishing clear and uniform procedures for virtual attendance and electronic voting will facilitate meaningful participation by CCU members who cannot be physically present, promote continuity of Commission business, provide a reliable and transparent means for remote members to exercise their voting rights, and ensure that all votes are properly documented and preserved as part of the official record of Commission proceedings.

NOW BE IT THEREFORE RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES, THAT the foregoing procedures governing remote participation and electronic voting by members of the Consolidated Commission on Utilities are hereby adopted and established pursuant to 5 GCA § 43121, 12 GCA § 79101, CCU Standing Rule 1.2.5.8, and all other applicable law and rules of the Commission.

BE IT FURTHER RESOLVED, that the Chairperson, Secretary, General Counsel, and such other officers or personnel as may be necessary are authorized to take all actions reasonably necessary to implement this Resolution consistent with CCU Standing Rule 1.2.5.8 and the procedures adopted herein.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Consolidated Commission on Utilities.

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DRAFT

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 03-FY2027
Relative to Authorizing Additional Funding for Guam Waterworks Authority (GWA) Invitation for Bid (IFB) 2022-12 Upper Tumon Security Services and petition the PUC for contract approval.

What is the project's objective and is it necessary and urgent?
GWA IFB 2022-12 provides on-site security guards at the GWA Upper Tumon Customer Service Center, both inside the customer service center and on the exterior compound, to protect GWA customers, employees, and assets. The request is necessary and urgent because the cumulative contract costs are projected to exceed the $1,000,000.00 authorization in November 2026, and CCU and PUC approval of additional funds is needed for GWA to continue paying for these services through the end of the contract on May 3, 2027.

Where is the location?
GWA Upper Tumon Customer Service Center and its exterior compound.

How much will it cost?
An additional $110,000.00 to cover the remainder of the final contract year (May 4, 2026 – May 3, 2027) of the GWA IFB 2022-12 contract, increasing the total contract amount from $1,000,000.00 to not more than $1,110,000.00. The projected total contract cost is $1,106,744.34 (Exhibit B).

When will it be completed?
May 3, 2027 (end of the maximum five-year contract term)

What is the funding source?
GWA FY2027 Operations & Maintenance budget (revenue funds)

The RFP/BID responses (if applicable):
N/A. This request is for additional funding under the existing contract awarded to Pacific Island Security Agency through GWA IFB 2022-12 in May 2022; no new solicitation was issued.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. 03-FY2027

RELATIVE TO AUTHORIZING ADDITIONAL EXPENDITURES FOR SECURITY SERVICES WITH PACIFIC ISLAND SECURITY AGENCY (PISA) UNDER GWA IFB 2022-12 AND AUTHORIZING GWA TO SEEK THE APPROVAL OF THE PUBLIC UTILITIES COMMISSION FOR CONTRACT COSTS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00)

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 entered into a contract with Pacific Island Security Agency ("PISA") commencing May 4, 2022, for security services at the GWA Upper Tumon Customer Service Center for a base term of three (3) years as a result of a formal procurement titled GWA Invitation for Bid (IFB) 2022-12; and

WHEREAS, the PISA contract provides for up to two (2) consecutive one (1)-year extensions beyond the base term, for a maximum contract term of five (5) years, each contingent on the availability of funds (See Exhibit A); and

WHEREAS, GWA exercised the first one (1)-year extension for the period May 4, 2025, through May 3, 2026 (See Exhibit A), and the second and final one (1)-year extension for the period May 4, 2026, through May 3, 2027; and

WHEREAS, in November 2026, cumulative expenditures under the contract are projected to exceed the One Million Dollar ($1,000,000) authorization (See Exhibit B); and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the contract under GWA IFB-2022-12 expires on May 3, 2027, at the end of its maximum five (5)-year term; and

WHEREAS, the total projected contract cost through May 3, 2027, is One Million One Hundred Six Thousand Seven Hundred Forty-Four Dollars and Thirty-Four Cents ($1,106,744.34) (See Exhibit B), and GWA is requesting an additional One Hundred Ten Thousand Dollars ($110,000.00), for a total contract amount not to exceed One Million One Hundred Ten Thousand Dollars ($1,110,000.00), to cover the remainder of the contract; and

WHEREAS, pursuant to the Contract Review Protocol established by the Guam Public Utilities Commission ("PUC") for GWA, contracts with costs exceeding One Million Dollars ($1,000,000.00) require PUC review and approval.

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 payment for security services currently provided by PISA under GWA IFB 2022-12 is reasonable, prudent, and necessary.
3. The CCU hereby authorizes GWA to expend an additional amount not to exceed One Hundred Ten Thousand Dollars ($110,000.00) for security services provided by PISA through May 3, 2027, for a total contract amount not to exceed One Million One Hundred Ten Thousand Dollars ($1,110,000.00), subject to PUC approval.
4. GWA management is hereby authorized to petition the PUC for approval of contract costs under GWA IFB 2022-12 exceeding One Million Dollars ($1,000,000.00)

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DRAFT

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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DRAFT

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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EXHIBIT A

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

October 16, 2025

Pacific Island Security Agency
Attn: Ms. Baby Kallingal
Vice President
P.O. Box 21412
Barrigada, Guam 96921

Re: Contract Renewal for IFB 2022-12 Security Services (Upper Tumon)

Dear Ms. Baby Kallingal,

Regarding Invitation for Bid (IFB) 2022-12, a contract for the procurement of Security Services was successfully secured by GWA and Pacific Island Security Agency. The acknowledgment of the initial written contract took place on May 4, 2022, wherein the following provision was included.

SECTION I – CONTRACT TIME SECTION I – CONTRACT TIME

> The contract between GWA and the Contractor commenced on May 4, 2022, with a base contract period of three (3) years. The contract includes provisions for extension, allowing for up to two (2) consecutive one-year renewals beyond the base term, for a maximum contract term of five (5) years. GWA, at its sole discretion, will determine the total contract length and whether renewal options will be exercised. Each contract extension is contingent upon the availability of funds.

In accordance with the contract terms, GWA intends to exercise a one (1) year contract extension, effective from May 4, 2025, through May 3, 2026.

To confirm your acceptance of this extension, please sign in the designated space below and return the signed document to our office within ten (10) days.

Should you have any questions or need further clarification, please do not hesitate to contact us.

Sincerely,

Thomas F. Cruz, P.E.
Acting General Manager

Company: Pacific Island Security Agency

Signed:

Print Name: Baby S Kallingal Date: 10/20/2025

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

EXHIBIT B

Guam Waterworks Authority
Multi-Year Contract Tracking Details

IFB or RFP reference:	IFB 2022-12
Description:	Upper Tumon Office Security Services
Awarded to:	V#22197 - Pacific Island Security Agency

Purchase Order	Year	Period	Encumbrance	Expenditure
501256	1	5/04/22 - 09/30/22 (5 mo.)	$ 85,320.64	$ 84,499.84
501939	1/2	10/01/22 - 09/30/23	$ 222,856.08	$ 222,791.13
502799	2/3	10/01/23 - 09/30/24	$ 222,856.08	$ 222,856.08
800112	3/4	10/01/24 - 09/30/25	$ 222,856.08	$ 222,856.08
900099	4/5	10/01/25 - 09/30/26	$ 222,856.08	$ 222,856.08
900099	5	10/01/26 - 05/03/27 (7 mo.)	$ 129,999.38	$ 129,999.38
			$ 1,106,744.34	**$ 1,105,858.59**

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 04- FY2027
Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.

What is the project's objective and is it necessary and urgent?
The purpose of Task Order No. 2 is to bring in the services of SewerAI and CAN-EX for our sewer collections system to support collection of data, field verification and maintenance.

SewerAI will provide GWA with a cloud-based platform for sewer inspection data collected through closed-circuit television (CCTV) with unlimited cloud storage and AI-assessment tools to facilitate rapid and accurate assessment of the data collected and stored. SewerAI's AI-assisted process helps with rapid assessments, in particular for the NASSCO Pipeline Assessment Certification Program (PACP) Level II inspections. With the use of AI for a quick turn around assessment, it allows our operators to concentrate more on problem areas.

CAN-EX allows GWA to conduct 360-degree CCTV on the collection sewer lines at the same time as the lines are being cleaned and then upload and inspect the videos onsite. The operators onsite can then forward a QR code of the 360-degree video of the sewerline for inspection by a supervisor or manager while still onsite. This will assist GWA Operations in streamlining the process of inspections when cleaning as well as allow easy viewing of the videos in near real time.

Both technologies assist GWA with addressing short falls on the CCTV and inspection side when working to meet Partial Consent Decree requirements.

Where is the location?
The project site is the GWA sewer collection system throughout the island.

How much will it cost?
GWA Management seeks CCU approval for Amendment No. 1 to the Owner-Engineer Agreement under the IDIQ contract to include the new Task Order No. 2 with DCA.

The current authorized IDIQ Owner-Engineer Agreement with DCA is approved for Eight Hundred Eleven Thousand Eight Hundred Twelve Dollars and Twenty Cents ($811,812.20).

GWA Management seeks CCU approval for Task Order No. 2 in the amount of One Million Ninety Thousand Six Hundred Ten Dollars and Zero Cents ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50).

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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GWA Management seeks CCU approval to increase the total authorized amount of the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70).

When will it be completed?
This contract for Task Order No. 2 with Sewer AI and CAN-EX is for three years from the start of the contract.

What is the funding source?
The funding for this is available through Internally Funded Capital Improvement Program (IFCIP) funds, System Development Charge Funds, and Bond funds.

The RFP/BID responses (if applicable):
NA

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 04-FY2027

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY FOR WATER AND WASTEWATER HYDRAULIC MODELING FOR DUENAS, CAMACHO, & ASSOCIATES, INC.

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

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

WHEREAS, Water Resources Master Plan (WRMP) was developed for GWA in 2006 as a requirement of the Stipulated Order entered as a result of a complaint filed by the United States Environmental Protection Agency (USEPA); and

WHEREAS, as part of the 2006 WRMP, GWA developed computer models of water and wastewater systems for planning and design purposes to assist with hydraulic evaluation, assessments, and analysis required for capital improvement projects (CIP), utilizing GWA's Geographic Information System (GIS); and

WHEREAS, as part of the 2024 Partial Consent Decree (PCD), updates to the wastewater hydraulic model for proper capacity evaluation and planning are needed; and

WHEREAS, GWA's wastewater system hydraulic model and GIS require continuous updates, with metering, field verification, data collection, and maintenance; and

WHEREAS, On November 15, 2022, GWA issued a Request for Proposal (RFP-02-ENG-2023) for Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Wastewater

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Hydraulic Modeling / GIS Support Services, and on April 20, 2026, entered into a contract agreement with Duenas, Camacho, and Associates, Inc. (DCA), and on September 14, 2026, signed Task Order No. 1 for support for hydraulic model services (See Exhibit A – IDIQ Hydraulic Model DCA TO1 Agreement); and

WHEREAS, to support the additional collection of data, field verification, and maintenance of GWA's wastewater collection system, and assist with completing PCD requirements, GWA worked with DCA to negotiate services for Sewer AI and CAN-EX in the amount of One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00); and

WHEREAS, Sewer AI services will provide GWA with a cloud-based platform for sewer inspection data collected through closed-circuit television (CCTV) with unlimited cloud storage and AI-assessment tools to facilitate rapid and accurate assessment of the data collected and stored; and

WHEREAS, as part of the PCD, paragraph 34, GWA is required to clean 60 unique miles each year; and

WHEREAS, to assist with the collection of CCTV in an efficient and timely manner, CAN-EX allows GWA to conduct 360-degree CCTV on the collection sewer lines at the same time as the lines are cleaned, and upload and inspect the videos onsite; and

WHEREAS, to accomplish the work required by the PCD, GWA negotiated with DCA to provide a Task Order No. 2 for Sewer AI and CAN-EX services (See Exhibit B – IDIQ Hydraulic Model DCA TO2 Scope and Fee); and

WHEREAS, GWA Management seeks CCU approval for Amendment No. 1 to the Owner-Engineer Agreement under the IDIQ contract to include the new Task Order No. 2 with DCA; and

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the current IDIQ Owner-Engineer Agreement with DCA is approved for Eight Hundred Eleven Thousand Eight Hundred Twelve Dollars and Twenty Cents ($811,812.20); and

WHEREAS, GWA Management seeks CCU approval for Task Order No. 2 in the amount of One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50); and

WHEREAS, GWA Management additionally seeks CCU approval to increase the total authorized amount of the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70); and

WHEREAS, funding for this project will be through Internally Funded Capital Improvement Program (IFCIP) funds, System Development Charge Funds, and Bond funds, by task order; and

WHEREAS, GWA Management seeks CCU approval to notify Public Utilities Commission as appropriate under the Contract Review Protocol; 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 the requested funding authorization for the Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Wastewater Hydraulic Modeling / GIS Support Services for Duenas, Camacho, and Associates, Inc., necessary to assist with Partial Consent Decree requirements, and to execute the Contract Amendment No. 1 and Task Order No. 2.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

3. The CCU hereby approves funding for Task Order No. 2 for One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50).
4. The CCU hereby authorizes GWA management to increase the total authorized funding for the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70).
5. The CCU hereby further approves the use of Bond funds.
6. The CCU further authorizes management to notify the Public Utilities Commission as appropriate under the Contract Review Protocol.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by: Attested by:

_____ _____

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

Chairperson Secretary

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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: _____

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ATTACHMENT 1
TASK ORDER FORM

EXHIBIT A

Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling
Task Order No. [01], consisting of 05 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:	[9/14/2026]
b.	Owner:	Guam Waterworks Authority
c.	Engineer:	Duenas, Camacho and Associates, Inc.
d.	Specific Project (title):	Task Order #1: Software Support, Data Collection and Verification, Provide Equipment
e.	Specific Project (description):	Purchase and provide new software; gather, review, and field verify existing data for model update and calibration; purchase and provide equipment

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, 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: ***None***

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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	**Scope of Work 1 and 2, Task 2 (Software Support): Furnish water and wastewater modeling software to Owner.**	**Within 30 days of Owner's direction to purchase software.**
Engineer	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Furnish compiled system data to Owner.**	**Within 90 days of Owner's request to perform data collection.**
Owner	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Submit comments regarding the compiled system data to Engineer.**	**Within 30 days of the receipt of deliverables from Engineer.**
Engineer	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Furnish final compiled system data to Owner.**	**Within 14 days of the receipt of Owner's comments.**
Engineer	**Scope of Work 1 and 2, Task 9 (Provide Equipment): Furnish equipment to Owner.**	**Within 30 days of Owner's request to provide equipment.**

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. Scope of Work 1 & 2, Task 1, Task Management		
a. Project Management	$26,520.00	Time and Material
b. Project Setup	$47,634.00	Time and Material
2. Scope of Work 1, Water Hydraulic Model		
a. Task 3, Data Collection and Verification	$216,048.00	Time and Material
3. Scope of Work 2, Wastewater Hydraulic Model		
a. Task 3, Data Collection and Verification	$196,296.00	Time and Material
4. Scope of Work 1 & 2, Task 2, Software Support	$23,000.00	Time and Material
5. Scope of Work 1 & 2, Task 9, Provide Equipment		
a. Data collection equipment	$84,138.00	Time and Material
b. Traffic control equipment	$46,000.00	Time and Material
c. Coordination	$6,188.00	Time and Material
TOTAL COMPENSATION (lines 1-5) *	$ 645,824.00	

* Engineer may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Owner.

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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.

7. Consultants retained as of the Effective Date of the Task Order: "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: "NOT APPLICABLE."

9. Attachments: Exhibit A and Appendix B – Costs, Assumptions, and Schedule

10. Other Documents Incorporated by Reference: Appendix A - Project Scope of Work

11. Terms and Conditions "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 [9/14/2026].

OWNER: Guam Waterworks Authority	ENGINEER: Duenas, Camacho and Associates, Inc.
By: [signature] 9/14/2026	By: [signature] 9/9/2026
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: Kenneth M. Rekdahl, P.E.
Title: General Manager	Title: Vice President
	Engineer License or Firm's Certificate No. (if required):
	State of: Territory of Guam
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name:
Title:	Title:

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Address: _____

E-Mail Address: _____

Phone: _____

Address: _____

Email Address: _____

Phone: _____

Engineering Department Approval:

By: _____ 9/8/2026

BRETT RAILEY, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available: _____

By: _____ 9/14/2026

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____ 9/9/2026

THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Task Order Amount: $ **645,824**
Contingency: $ **-0-**
Amount Certified: $ _____
Funding Source: MP-GEN-MISC-01 (B2025) **$645,824.00**

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This is **EXHIBIT A**, consisting of [1] pages, referred to in and part of **Task Order** No. [**01**].

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal – inserted below

GWA ID/IQ for Water and Wastewater Hydraulic Modeling

Duenas, Camacho and Associates, Inc.

Task Order #1: Software Support, Data Collection and Verification, Provide Equipment

Date: July 29, 2026

The scope of work for this task order will include the following items from the attached Appendix A, Project Scope of Work:

- Scope of Work 1, Water Hydraulic Model
  - Task 1, Task Management
  - Task 2, Software Support
  - Task 3, Data Collection and Verification
  - Task 9, Provide Equipment

- Scope of Work 2, Wastewater Hydraulic Model
  - Task 1, Task Management
  - Task 2, Software Support
  - Task 3, Data Collection and Verification
  - Task 9, Provide Equipment

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Docusign Envelope ID: D14004DA-E21F-82CC-80F1-546D17ECF7B9

Appendix A - Project Scope of Work

SCOPE OF WORK 1 – Water Hydraulic Model

Task 1: Task Management

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

The Engineer will coordinate with GWA and others to maintain data flow from the field to GWA. This includes 1-2 meeting(s) per month (or as needed).

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

Task 2: Software Support

The Engineer will assist GWA in procurement of a new GWA approved water modeling software.

GWA will own the new software licenses and pay annual maintenance subscriptions on the software.

Deliverables: Purchase and provide new software to GWA.

Task 3: Gather, review, and field verify existing data

This task will include collecting, reviewing and field verifying data that's needed to update the Water model. This will include model facilities as described below.

Model facilities. The Engineer will research, identify, gather, field investigate, verify, compile, and review existing water system and infrastructure data to update the model. Data will also be collected from the District Metering Area (DMA) program and through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as water pressure zone boundaries, water PRV settings and status (active or bypassed), water tank dimensions, water wells and the WTP, and water pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as

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Docusign Envelope ID: D14004DA-E21F-82CC-80F1-546D17ECF7B9

related to system hydraulics).

GWA will provide current water system and infrastructure data.

GWA will provide locations for data collection and/or field verification(s) to the Engineer. In addition to these locations, the Engineer will develop a systematic approach to data collection for GWA review and concurrence.

Deliverables: Compiled field data needed to update the model.

Task 4: Model Calibration

Water model calibration will include:

- GWA will provide the Engineer with a field-testing plan for collecting field data to calibrate the water model. The plan will include placing loggers throughout the water system and performing hydrant flow tests (in areas that have well defined pressure zones boundaries). The plan will also take into account the availability of flow and pressure data available from the new meters being placed at tanks, flow meters, and wells.
- The Engineer will work with GWA operations staff to perform the field testing detailed in the field-testing plan.
- After sufficient field data is collected by the Engineer, model calibration will be done by others.

Deliverables: Compiled field data needed to calibrate the model.

Task 7: Water Valve Inventory

The Engineer will develop an inventory of all main line valves in GWA's water system. The inventory will be developed by reviewing GIS data, as-built drawings, and through interviews and discussions with GWA engineering and operations staff, and field verification. The inventory will be added to a database in software like Microsoft Excel or in a GIS database. The database will include the following: (1) unique valve identifier, (2) location, (3) date installed, (4) valve size, (5) number of turns, (6) type of valve, and (7) status (normally open, closed, or throttled), and any other valve information that should be recorded. The Engineer will develop the valve inventory database.

GWA will provide information about the water system valves.

Deliverables: Valve inventory.

Task 8: Hydraulic Principles Training

The Engineer will set up, and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

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GWA will provide conference room for training sessions.

Deliverables: Training sessions, training materials.

Task 9: Provide Equipment

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the water model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

GWA will provide list of equipment authorized to be purchased.

Deliverables: Equipment.

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SCOPE OF WORK 2 – Wastewater Hydraulic Model

Task 1: Task Management

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

The Engineer will coordinate with GWA and others to maintain data flow from the field to GWA. This includes 1-2 meeting(s) per month (or as needed).

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

Task 2: Software Support

The Engineer will assist GWA in procurement of a new GWA approved water modeling software.

GWA will own the new software licenses and pay annual maintenance subscriptions on the software.

Deliverables: Purchase and provide new software to GWA.

Task 3: Gather, review and field verify existing data

This task will include collecting, reviewing and field verifying data that's needed to update the Wastewater model. This will include model facilities as described below.

Model facilities. The Engineer will research, identify, gather, field investigate, verify, compile, and review existing relevant system and infrastructure data relating to updating the model. Data will also be collected through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as WWTPS and wastewater pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as related to system hydraulics).

GWA will provide current wastewater system and infrastructure data.

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GWA will provide locations for data collection and/or field verification(s) to the Engineer. In addition to these locations, the Engineer will develop a systematic approach to data collection for GWA review and concurrence.

Deliverables: Compiled field data needed to update the model.

Task 4: Model Calibration

Water model calibration will include:

- GWA will provide the Engineer with a plan for flow metering in the collection system. The plan will include metering all the basins in the GWA system. The plan will take into account the availability of flow metering equipment and staff to place and maintain the meters. The plan will detail the number and locations of flow meters and rain gauges that will be placed by the Engineer.
- The Engineer will work with GWA operations staff to perform the flow metering detailed in the plan (including placing, maintaining, and downloading flow meters and rain gauges).
- The Engineer will review flow metering and rainfall data as it is collected to ensure the flow meters are operating.
- After sufficient field data is collected by the Engineer, model calibration will be done by others.

Deliverables: Compiled field data needed to calibrate the model.

Task 8: Hydraulic Principles Training

The Engineer will set up, and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

GWA will provide conference room for training sessions.

Deliverables: Training sessions, training materials.

Task 9: Provide Equipment

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the wastewater model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

Additional equipment for wastewater model may include:

- Smoke testing equipment
- Gas detectors

GWA will provide list of equipment authorized to be purchased.

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Deliverables: Equipment.

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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) for Water and Wastewater Hydraulic Modeling
GWA Project No. W22-07-BND

THIS IS AN AGREEMENT effective as of 4/20/2026 ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

Duenas, Camacho and Associates, 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. 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 in accordance with:

PROJECT SCOPE OF WORK, ATTACHED AS APPENDIX A

B. Owner will compensate Engineer for services provided under this contract at rates proposed in:

ENGINEER'S FEE PROPOSAL, ATTACHED AS APPENDIX B

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.

C. 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.

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

E. 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.

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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

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subject profession practicing under similar circumstances at the same time and in the same locality. Engineer 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.

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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, 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

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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.

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 listed 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 other insurance necessary to protect Owner's and Engineer's interests in the Specific Project(s) defined in the Task Order and Engineer's Services for Task Order (Exhibit A). 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 evidencing the coverages indicated in Exhibit G. Such certificates and endorsements shall be furnished promptly within 10 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement. If required, policies may be requested at a later date.

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:* Owner may, when the interest of Owner so requires, terminate this Agreement or any issued Task Order in whole or in part, for the convenience of the government or Owner by giving 30 days written notice of the termination to Engineer specifying the part of the Agreement or Task Order 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

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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 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.

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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 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.

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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.

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 a summary of work performed in the invoice period, hours worked by individual, and copies of the original receipts for any reimbursable expenses. Owner shall pay against the original invoices.

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,

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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.

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.

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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.

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.

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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.

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.

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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.

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. **SEE APPENDIX A. – PROJECT SCOPE OF WORK of specific Task Orders.**

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.

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L. Exhi
M. bit 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 Task Order Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, 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

By: Brett E Railey

Print Name: Brett E. Railey, P.E.

Title: Acting General Manager

Date Signed: 4/20/2026

Address for Owner's receipt of notices:

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam 96913

DESIGNATED REPRESENTATIVE (Paragraph 8.04):

Title:

Phone Number:

Certified Funds Available: MMT VB

By: MMTaitano 4/20/2026

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Contract Amount: $ 811,812.20
Contingency: $
Amount Certified: $ *
Funding Source: IDIQ Place Holder Account*
*All funds will be certified and allocated upon issuance of an authorized Task Order.

ENGINEER: Duenas, Camacho and Associates, Inc.

By: Kenneth Rekdahl 4/7/2026

Print Name: Kenneth M. Rekdahl, PE, PLS

Title: Vice President

Date Signed:

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

State of: Territory of Guam

Date Signed:

Address for Engineer's receipt of notices:

238 E. Marine Corps Drive

Suite 201 Diamond Plaza

Hagatna, GU 96910

DESIGNATED REPRESENTATIVE (Paragraph 8.04):

Title:

Phone Number:

Approved as to Form: Note: Contract sent to OAG for 5150 PH IV review before 4/16. On 4/16/26 OAG responded requesting "final 'K' signed by bidder" and GWA proceeded. If post-execution amendments are later required to form GWA can amend under 5GCA5452.

By: 4/19/2026

THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Engineering Department Approval:

By: Brett E Railey 3/29/2026

Brett E. Railey, P.E.
Asst. General Manager of Engineering

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling
Task Order No. [XX], 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: Duenas, Camacho and Associates, Inc.

d. Specific Project (title): [Insert Task Order Project Name]

e. Specific Project (description): [Insert brief description of Task Order]

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: ***None***

5. Task Order Schedule

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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 requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	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 other construction procurement documents), and any other Final Design Phase deliverables from Engineer.

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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.

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

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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: Duenas, Camacho and Associates, Inc.
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: Territory of Guam
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:

_____

BRETT RAILEY, 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

Task Order Amount: $_____
Contingency: $_____
Amount Certified: $_____
Funding Source: _____

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This is **EXHIBIT A**, consisting of [xx] pages, referred to in and part of **Task Order** No. [xx].

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.

PLEASE SEE APPENDIX A PROJECT SCOPE OF WORK ATTACHED HERETO FOR ENGINEER'S OVERALL SCOPE OF SERVICES UNDER THIS AGREEMENT. SPECIFIC SERVICES WILL BE AUTHORIZED IN INDIVIDUAL TASK ORDERS.

PART 1—BASIC SERVICES

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.

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

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.

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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 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

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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, 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.

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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.

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.

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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.

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***

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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.

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,

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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 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.

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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.

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:

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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 (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.

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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 (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:

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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.

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.

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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.

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.

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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.

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.

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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.

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

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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 [4] 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 [4] 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): **None**

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 [**1.10**].

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 [**1.10**].

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
(Not Used)

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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
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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 [xx] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ]. **NOT USED.**

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.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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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 [xx] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Construction Cost Limit
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This is **EXHIBIT G**, consisting of [2] 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

A. Additional Insured:

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1. The following individuals or entities are to be listed included on Engineer's general liability policy of insurance as additional insured:

   Guam Waterworks Authority

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This is **EXHIBIT H**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Mediation, Decision and Action

A. In the event a claim or controversy is not resolved by mutual agreement, the GWA General Manager shall, after written request by the Contractor for a final decision, promptly issue a written decision. A copy of the decision shall be immediately transmitted to the Contractor by a method that provides evidence of receipt.

B. All claims or controversies that remain unresolved after a final decision by the GWA General Manager shall be submitted to mediation in accordance with the rules of the American Arbitration Association, or other dispute resolution rules accredited on Guam. This agreement to mediate is authorized under 5 GCA §5427 (b) and 2 GAR §9103 (a)(1). The parties shall each pay one-half of the mediation expenses. Upon written request by the Contractor, the 60-day period for a final decision from the GWA General Manager triggering an appeal to the OPA, may be extended for a mutually agreed upon tolling period to allow for mediation, before a final decision is rendered.

C. In the event mediation is not successful, the General Manager's decision which remains final and conclusive unless the Contractor files a timely appeal with the Guam Office of Public Accountability ("OPA") after receipt of the decision. In the event the dispute is not resolved by the OPA, the Contractor may seek redress through the Guam Government Claims Act and/or the Guam Superior Court as prescribed by Law.

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This is **EXHIBIT I**, consisting of [1] page, 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 J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Special Provisions
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This is **EXHIBIT K**, consisting of [xx] 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 [1] page, 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 (NOT USED)

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 Agreement, existing Constituents of Concern at or adjacent to the Site:

1. All Sites

a. Asbestos

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EXHIBIT B

Website: www.dcaguam.com
Email: dca@dcaguam.com

October 12, 2026

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

Attn: Gerald Gattoc, GWA Project Engineer &
George Watson, GWA Project Engineer

Subject: Request for Proposal RFP-02-ENG-2023, Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling Services, GWA Project No. W22-07-BND

Re: **Task Order #2 Scope and Fee Proposal**

Håfa Adai Mr. Gattoc,

Dueñas, Camacho & Associates (DCA) is pleased to submit this fee proposal and scope of works in accordance with various meetings and discussions with GWA Engineering. This work includes data analysis for existing and newly gathered sewer collection system data by GWA.

The work will be largely executed by the company Sewer AI and administered by Gresham Smith. Gresham Smith currently serves as a partnering sub-consultant to DCA on the Northern Sewer Pump Station works. DCA will serve as the on island representative and provide limited field support where needed.

A	**Sewer AI & CAN-EX Administration**	
1	Sewer AI & CAN-EX Administration	$ 151,110.00
2	Additional Services	$ 184,655.00
	subtotal	**$ 335,765.00**
B	**Expenses**	
1	Sewer AI	$ 354,698.40
2	Sewer AI taxes	$ 53,204.55
3	Can-EX	$ 264,600.00
4	CAN-EX taxes	$ 39,690.00
5	Shipping, Handling, and Additional Services	$ 42,652.05
	subtotal	**$ 754,845.00**
	Total	$ 1,090,610.00

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October 12, 2026

This work will be executed over the course of three years. A project schedule will be established once the task order is executed. Refer to the exclusion and assumptions listed in the attached Sewer AI and CCTV Equipment Procurement and Implementation Services.

Sincerely,



Kenneth M. Rekdahl, P.E.
Vice-President
Dueñas, Camacho & Associates, Inc.

Attachment
SOW

ENGINEERING * PLANNING * SURVEYING * ENVIRONMENTAL SERVICES * GEOGRAPHIC INFORMATION SYSTEM * CONSTRUCTION MANAGEMENT
GUAM P.O. Box 8900, Tamuning, Guam 96931 / 238 E. Marine Corps Drive, Suite 201 Diamond Plaza, Hagatña, GU 96910 / Tel: (671) 477-7991 / Fax: (671) 479-6315
SAIPAN Caller Box PPP, Suite 164, Saipan, MP 96950 / Chalan Pale Arnold, Ada's Building South Garapan, Saipan 96950 / Tel: (670) 234-9017 / Fax: (670) 234-3842

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Gresham Smith

GWA SewerAI and CCTV Equipment Procurement and Implementation Services

SCOPE OF SERVICES

BACKGROUND AND UNDERSTANDING

Gresham Smith will procure SewerAI cloud-based software and related services on behalf of Guam Waterworks Authority (GWA) to support its sewer inspection, condition assessment, and asset-management activities. Gresham Smith will also procure CAN-EX field inspection equipment on behalf of GWA consisting of two Zipcam 360 CCTV cameras and two Dipcam manhole inspection cameras. Gresham Smith will coordinate with SewerAI regarding the software procurement and implementation and with CAN-EX regarding the camera equipment procurement, delivery, and related administrative matters.

The project team will provide project management, procurement coordination, invoicing, and reimbursement administration for both procurements. For SewerAI, Gresham Smith will also coordinate implementation and perform limited pilot testing of the software, but will not perform any coding review or pipe defects analysis as part of this task order. This will be done in a subsequent task order. Gresham Smith will not perform field testing of the CAN-EX CCTV cameras or manhole inspection cameras. CAN-EX and/or the equipment manufacturer will remain responsible for the equipment, applicable warranties, technical support, and any testing or commissioning assigned to them under the applicable purchase documents.

SCOPE OF SERVICES

Task 1 – SewerAI Procurement

Gresham Smith will assist GWA with procurement of the SewerAI PIONEER® software and related services by performing the following activities:

- Confirm the SewerAI subscription, term, products, services, and pricing authorized by GWA.
- Place the order for the SewerAI PIONEER® subscription as presented in the Sewer AI proposal to Gresham Smith dated September 1, 2026 (attached), and related services on GWA's behalf.
- Coordinate order processing and required administrative communications with SewerAI.
- Provide SewerAI with information reasonably required to establish GWA's account and initiate the contracted services.
- Track the subscription term, implementation milestones, and renewal information.
- Communicate material procurement issues or decisions requiring GWA's direction.

GWA will provide written authorization and advance payment before Gresham Smith purchases the software.

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Gresham Smith

Task 2 – SewerAI Project Management and Coordination

Gresham Smith will manage and coordinate the SewerAI activities included in this Scope of Services. Project management services will include:

- Establishing and maintaining a schedule for procurement, account setup, implementation, testing, and closeout.
- Coordinating meetings and communications among GWA, Gresham Smith, and SewerAI.
- Documenting decisions and action items, as appropriate.
- Coordinating GWA's delivery of information, data, access, and decisions required for implementation.
- Tracking implementation issues and coordinating their resolution with SewerAI.
- Providing periodic status updates to GWA.

Task 3 – SewerAI Invoicing and Reimbursement Administration

Gresham Smith will administer invoicing associated with the SewerAI purchase and the SewerAI services provided under this Scope of Services. Services will include:

- Reviewing SewerAI invoices for consistency with the authorized proposal, agreement, and purchase.
- Paying or arranging payment of authorized SewerAI charges, as applicable.
- Preparing invoices to GWA for payment of approved SewerAI costs.
- Preparing invoices to GWA for Gresham Smith's professional services and approved reimbursable expenses.
- Tracking invoices, payments, reimbursements, and outstanding balances.
- Coordinating with GWA to resolve invoice questions or discrepancies.

GWA will pay Gresham Smith in advance for the approved SewerAI costs. Gresham Smith's authorized professional services and reimbursable expenses will be invoiced in accordance with the applicable agreement.

Task 4 – SewerAI Implementation Support

Gresham Smith will coordinate the initial implementation of the SewerAI software and the services identified in the SewerAI proposal and agreement. Activities will include:

- Coordinating account activation and initial user access.
- Confirming that the contracted subscription and purchased features are available to GWA's authorized users.
- Coordinating and/or distributing, as needed, SewerAI-provided implementation materials, user guidance, and training.
- Supporting GWA in identifying initial users, roles, and project information required for setup.
- Coordinating the upload or transfer of agreed-upon information, if included in the SewerAI scope.
- Documenting implementation decisions, questions, and unresolved items.

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Gresham Smith

Task 5 – SewerAI Testing

Gresham Smith will perform a limited pilot test of the initial SewerAI implementation to confirm that the system is operating generally as intended for GWA's agreed initial use cases. Testing and validation will include:

- Confirming that designated users can access the system.
- Confirming that applicable user permissions operate as intended.
- Testing representative workflows using agreed-upon sample data or project information.
- Confirming that agreed-upon data can be accessed, uploaded, processed, or viewed, as applicable.
- Reviewing representative outputs, reports, or dashboards for general usability and consistency with the agreed requirements.
- Documenting observed issues, limitations, or discrepancies in a short technical memorandum that includes a testing summary identifying completed tests and outstanding items.

Task 6 – CAN-EX CCTV and Manhole Inspection Camera Procurement

Gresham Smith will assist GWA with procurement of the following equipment:

- Two CCTV cameras.
- Two manhole inspection cameras.

Gresham Smith's services for the camera procurement will include:

- Confirming the equipment, accessories, quantities, delivery requirements, and pricing authorized by GWA.
- Purchasing the equipment from CAN-EX as presented in the CAN-EX Technologies Quote #5UCOX-QVVTE-TKOHQ-JWYCV to Gresham Smith and GWA (attached) on GWA's behalf.
- Coordinating purchase-order, shipping, delivery, and administrative requirements with CAN-EX.
- Providing CAN-EX with information reasonably required to process the order and deliver the equipment.
- Coordinating with GWA regarding delivery status, delivery location, and receipt of the equipment.
- Reviewing CAN-EX invoices for consistency with the authorized purchase.
- Preparing invoices to GWA for reimbursement of approved equipment costs and related authorized expenses.
- Tracking the equipment purchase, delivery, invoice, reimbursement, and closeout status.
- Communicating material procurement issues, delays, or decisions requiring GWA's direction.

Gresham Smith will not perform field testing, field acceptance testing, commissioning, calibration, operational verification, or performance testing of the CCTV cameras or manhole inspection cameras. GWA will be responsible for receiving the equipment and determining whether it is acceptable for its intended use. CAN-EX and/or the equipment manufacturer will be responsible for applicable product

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Gresham Smith

warranties, technical support, manufacturer requirements, and any testing or commissioning included in the equipment purchase documents.

Task 7 – Camera Procurement Project Management and Coordination

Gresham Smith will provide project management and coordination for the camera procurement activities described in Task 6. Services will include:

- Coordinating communications among GWA, Gresham Smith, and CAN-EX.
- Tracking equipment-related questions, action items, and decisions.
- Coordinating resolution of administrative or procurement issues with CAN-EX.
- Confirming completion of the camera procurement administration after delivery and final invoicing.

Camera procurement coordination does not include field observation, field testing, equipment operation, technical inspection, commissioning, or certification of the equipment.

GWA RESPONSIBILITIES

GWA will:

- Review and approve the SewerAI proposal and camera equipment purchase before Gresham Smith places the respective orders.
- Provide timely access to GWA personnel, systems, data, and information required for SewerAI implementation and testing.
- Provide equipment specifications, delivery requirements, authorized users, and other information necessary to complete the procurements.
- Coordinate receipt, storage, inspection, field testing, commissioning, and acceptance of the CCTV cameras and manhole inspection cameras.
- Identify authorized SewerAI users and participate in implementation, training, testing, and software acceptance activities.
- Obtain applicable internal approvals, data permissions, cybersecurity reviews, and information-technology approvals.
- Review schedules, invoices, testing results, delivery information, and other project communications in a timely manner.
- Pay Gresham Smith invoices in accordance with the applicable agreement to include a pre-payment for the equipment and software purchases in advance of the equipment purchase based on a PO from the vendor.
- Make final decisions regarding acceptance, operational use, and continuation or renewal of the SewerAI subscription and acceptance of the camera equipment.

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Gresham Smith

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions apply to this Scope of Services:

- The SewerAI proposal and agreement govern SewerAI's software subscription, implementation services, training, technical support, service levels, and other services provided by SewerAI.
- CAN-EX's quotation, purchase documents, and applicable manufacturer terms govern the camera equipment, pricing, delivery, warranties, technical support, and any equipment testing or commissioning provided by CAN-EX or the manufacturer.
- Gresham Smith's services are limited to the activities expressly described in this Scope of Services. Gresham Smith will not develop, host, maintain, or modify the SewerAI platform.
- Gresham Smith will not perform field testing, field acceptance testing, commissioning, calibration, operational verification, or performance testing of the CCTV cameras or manhole inspection cameras.
- Gresham Smith will rely on information and data provided by GWA, SewerAI, CAN-EX, and the equipment manufacturer and will not be responsible for inaccuracies, omissions, or defects in information supplied by others.
- SewerAI testing includes reasonable validation of the initial software implementation. It does not include certification that the platform is free of defects or suitable for uses beyond the agreed requirements.
- Extensive data cleansing, data conversion, custom integration, custom report development, configuration beyond the purchased SewerAI functionality, or repeated software testing resulting from changed requirements is excluded.
- Subscription renewals, expanded licensing, additional SewerAI services, equipment beyond the two CCTV cameras and two manhole inspection cameras, and costs outside the authorized purchases are excluded unless separately authorized.
- Travel, shipping, taxes, third-party charges, and other approved reimbursable expenses will be invoiced in accordance with the applicable agreement.
- Services requested outside this Scope of Services will be performed only after written authorization from GWA.

ADDITIONAL SERVICES

Services not specifically identified in this Scope of Services may be performed as additional services upon GWA's written authorization. Additional services may include expanded SewerAI data preparation or migration, custom integrations, custom reports or dashboards, additional training, extended software testing, troubleshooting unrelated to the initial implementation, camera procurement beyond the equipment identified above, equipment inspection or field testing, equipment commissioning, post-closeout support, subscription renewal administration, or other services requested by GWA.

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Gresham Smith

AUTHORIZATION

Gresham Smith will begin services upon receipt of written authorization from GWA, execution of any required agreement, and prepayment of the applicable software, equipment, or camera costs. Gresham Smith will not purchase any software, equipment, or cameras—including the SewerAI software or camera equipment—until GWA has provided the applicable written authorization and advance payment. This Scope of Services may be modified by written amendment or other written authorization acceptable to both parties.

SCHEDULE

Based on the information provided by GWA and the terms of the agreements with SewerAI and CAN-EX, Gresham Smith anticipates that the services will extend through the initial SewerAI subscription term and two renewal cycles, for a total duration of approximately three years. At the end of this period, GWA will determine whether it wishes to continue using SewerAI. Any continued services will be addressed through an amendment or revised Scope of Services.

COMPENSATION

Gresham Smith will provide the Scope of Services described herein under the terms of the applicable agreement for the proposed fee shown in **Table 1** below, based on an hourly labor billing and reimbursable expenses with a not-to-exceed budget of **$950,000.00**. A category-rate table is provided in **Table 2** below.

Billing for Gresham Smith staff assigned to the Project will be based on the actual hours worked in support of the Project at the contract rates in effect at the time the services are performed. Costs for SewerAI software, cameras, equipment, and other approved third-party purchases made on behalf of GWA will be invoiced in accordance with the applicable agreement and the advance-payment requirements described herein. Reimbursable expenses and approved third-party costs will be billed separately, as applicable.

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Gresham Smith

Table 1 – Proposed Fee

WORK BREAKDOWN STRUCTURE SUMMARY

Gresham Smith

CLIENT: Guam Waterworks Authority (GWA)
PROJECT NAME: SewerAI and CAN-EX Administration and Procurement

GRESHAM SMITH PROJECT #: -
RFP #: -
DATE PREPARED: Oct-2026
PREPARED BY: Gresham Smith

Task #	Services	Estimated Hours	Estimated Fee
A	SewerAI & CAN-EX Administration		
	SewerAI and CAN-Ex Administration	520	$131,400
	Additional Services	410	$99,700
	Estimated Administration Hours and Fee	930	$231,100
B	EXPENSES		
	SewerAI		$337,808
	SewerAI Taxes		$50,671
	CAN - EX		$252,000
	CAN - EX Taxes		$37,800
	Shipping, Handling, and Additional Services		$40,621
	Estimated Expenses		$718,900
	TOTAL ESTIMATED HOURS AND FEE	930	$950,000

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Gresham Smith

Table 2 – Category Rate Table

Labor Category	Rate
Administrative 1	$200
Administrative 2	$235
Administrative 3	$265
Professional 1	$90
Professional 2	$110
Professional 3	$130
Professional 4	$150
Professional 5	$175
Professional 6	$200
Professional 7	$220
Professional 8	$245
Professional 9	$265
Professional 10	$285
Professional 11	$300
Professional 12	$325
Professional 13	$350
Professional 14	$375
Technical Support 1	$95
Technical Support 2	$130
Technical Support 3	$150
Technical Support 4	$170
Technical Support 5	$195
Technical Support 6	$215
Technical Support 7	$235
Technical Support 8	$265

Annual adjustments in the Consultant's hourly rates to reflect cost-of-living increases are implemented on July 1st and will be accordingly revised annually during the project period.

Attachments:

- Sewer AI Agreement for Gresham Smith dated September 1, 2026
- CAN-EX Technologies Quotation Offer #5UCOX-QVVTE-TKOHQ-JWYCV

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SewerAI Agreement For Gresham Smith

Prepared On: Sep 1, 2026

Prepared For:
Ken Stewart
Gresham Smith
222 2nd Avenue S, Ste 1400,
Nashville, TN 37201

ken.stewart@greshamsmith.com

Prepared By:
Marissa Oudt
SewerAI, Account Executive
1646 N California Blvd, Suite 510 Walnut Creek, CA 94596
moudt@sewerai.com
1-855-952-2200

BACKGROUND

PIONEER® by SewerAI is a cloud platform designed for sewer and stormwater inspection data management. All datasets and deliverables uploaded are hosted and made available on PIONEER® cloud platform for review, edit, export (download) and digitally submit (via Digital Submittal). Unlimited Cloud storage and Unlimited View Mode users are included for collaboration among all stakeholders. SewerAI also provides an On-Truck Solution that integrates with all major camera crawler manufacturers for inspection data capture and sync to PIONEER®, as well as the ability to create new survey headers and/or auto populate them from uploaded spreadsheets and/or GIS layers.

SewerAI AutoCode™ uses an AI-assisted process to facilitate rapid and accurate sewer and stormwater condition assessment, including PACP, LACP and MACP (Level II). Inspection videos are initially processed through AutoCode™ AI-models that analyze the CCTV GoPro MAX, Digital Universal (DUC) Camera, and/or PANORAMO (Digital Sidescan) data, identifying regions in the pipeline images containing certain conditions, such as features and defects. Predicted conditions made by AutoCode™ are aggregated into video clips, which SewerAI NASSCO P/M/LACP certified technicians examine for review and confirmation. Final deliverable from AutoCode™ includes a NASSCO database (Microsoft Access, .MDB) and additional industry-standard deliverables (such as Snaps, PDFs, and CCTV videos with on-screen annotation and audio narrations).

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Sewer3D™ harnesses photogrammetry in a cloud-computing environment to render 3D models, point-clouds, and CAD-integrated geometric data from consumer-available 360 “action cameras”.

Quality Assurance Inspection - QAI™ offers a set of comprehensive and customizable checks on CCTV datasets that evaluates various database integrity, project spec, and optical quality characteristics to support sewer inspection projects.

SCOPE OF AGREEMENT

This proposal details a three (3) year agreement, paid annual, which enables Gresham Smith to accelerate inspection operations more cost-effectively, while providing consistent and accurate deliverables to elevate the customer experience.

This Agreement is entered into by and between SewerAI and Gresham Smith for the purpose of providing services in support of Gresham Smith’s engagement with the Guam Waterworks Authority. All services performed under this Agreement are intended to support work conducted by Gresham Smith on behalf of the Guam Waterworks Authority (GWA).

Unlimited Cloud storage and Unlimited View Mode users are included with this license.

Also included is a pricing menu of other PIONEER® licenses & Autocode™ AI Services on a no commitment pay as-you -go basis or volume commitment discounts should you choose to utilize those services.

If Customer’s usage exceeds the Committed Assessments in any contract year, all assessments in excess of the Quantity shall be billed at the Pay-As-You-Go ADD ON price listed in the Pricing Schedule per assessment.

- AutoCode Volume Commitment for Year 1 is a base of 396,000 LF (75 miles) – Additional footage reviewed will be charged at the Pay-As-You-Go ADD ON price listed in the Pricing Schedule.
- “Risk & Rehab” will be tested Year 1 to determine potential for longer term usage. GWA, or Gresham Smith on behalf of GWA, has option to not renew in Year 2 (and subsequent years) and will provide 30 days notice of non-renewal

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PRICING SCHEDULE YEAR 1

Annual Software Subscription

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
P.1-Y1	PIONEER® Administrator Seat	$12,000.00	$10,800.00	1	Each	10%	$10,800.00
P.5-Y1	PIONEER® Data & Storage	Included	Included	Unlimited	Unlimited	0%	$0.00
P.4-Y1	PIONEER® Viewer Seat	Included	Included	Unlimited	Unlimited	0%	$0.00
P.2-Y1	PIONEER® Inspector / Editor Seat	$6,000.00	$5,400.00	3	Each	10%	$16,200.00
P.3-Y1	PIONEER® On-Truck / Field Uploader Seat	$2,400.00	$0.00	3	Each	100%	$0.00
					Annual Software Subscription TOTAL:		$27,000.00

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Annual Subscription Service

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.1-Y1	AutoCode™ PACP / LACP Annual Volume Commitment	$0.27	$0.23	396,000	Linear Feet	13%	$91,080
P.1R&R-Y1	PIONEER® Risk & Rehab	$25,000.00	$20,000.00	Unlimited	Unlimited	20%	$20,000.00
						Annual Subscription Service TOTAL:	$111,080

Pay-As-You-Go Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AP.M.1-Y1	AutoCode™ Pay-As-You-Go MACP LEVEL II Condition Assessment (Includes Sewer3D)	$40.00	$40.00	TBD	Each	0%	$0.00
AP.S.1-Y1	Sewer3D™ Pay-As-You-Go Manhole 3D Model Rendering & AI Assisted Measurements	$5.00	$5.00	TBD	Each	0%	$0.00
AP.QB-Y1	QAI™ Basic Pay-As-You-Go	$0.05	$0.05	TBD	Linear Feet	0%	$0.00
AP.QA-Y1	QAI™ Advanced Pay-As-You-Go	$0.10	$0.10	TBD	Linear Feet	0%	$0.00
						Pay-As-You-Go Services TOTAL:	$0.00

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Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service)

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.ADD.1-Y1	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity from 396,001-660,000LF)	$0.27	$0.25	TBD	Linear Feet	7%	$0.00
AS.P.ADD.2-Y1	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity above 660,001 LF)	$0.27	$0.27	TBD	Linear Feet	0%	$0.00
Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service) TOTAL:							$0.00

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PRICING SCHEDULE YEAR 2 & 3

Annual Software Subscription

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
P.1-Y2/Y3	PIONEER® Administrator Seat	$12,000.00	$10,800.00	1	Each	10%	$10,800.00
P.5-Y2/Y3	PIONEER® Data & Storage	Included	Included	Unlimited	Unlimited	0%	$0.00
P.4-Y2/Y3	PIONEER® Viewer Seat	Included	Included	Unlimited	Unlimited	0%	$0.00
P.2-Y2/Y3	PIONEER® Inspector / Editor Seat	$6,000.00	$5,400.00	3	Each	10%	$16,200.00
P.3-Y2/Y3	PIONEER® On-Truck / Field Uploader Seat	$2,400.00	$0.00	3	Each	100%	$0.00
					Annual Software Subscription TOTAL:		$27,000.00

Annual Subscription Service

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.1-Y2/Y3	AutoCode™ PACP / LACP Annual Volume Commitment	$0.27	$0.23	316,800	Linear Feet	13%	$72,864
P.1R&R-Y2/Y3	PIONEER® Risk & Rehab Optional Add On	$25,000.00	$20,000.00	TBD	Unlimited	20%	TBD
					Annual Subscription Service TOTAL:		$72,864

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Pay-As-You-Go Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AP.M.1-Y2/Y3	AutoCode™ Pay-As-You-Go MACP LEVEL II Condition Assessment (Includes Sewer3D)	$40.00	$40.00	TBD	Each	0%	$0.00
AP.S.1-Y2/Y3	Sewer3D™ Pay-As-You-Go Manhole 3D Model Rendering & AI Assisted Measurements	$5.00	$5.00	TBD	Each	0%	$0.00
AP.QB-Y2/Y3	QAI™ Basic Pay-As-You-Go	$0.05	$0.05	TBD	Linear Feet	0%	$0.00
AP.QA-Y2/Y3	QAI™ Advanced Pay-As-You-Go	$0.10	$0.10	TBD	Linear Feet	0%	$0.00
						Pay-As-You-Go Services TOTAL:	$0.00

Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service)

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.ADD.1-Y2/Y3	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity from 316,801-660,000LF)	$0.27	$0.25	TBD	Linear Feet	7%	$0.00

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AS.P.ADD.2-Y2/Y3	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity above 660,001 LF)	$0.27	$0.27	TBD	Linear Feet	0%	$0.00
Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service) TOTAL:							$0.00

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Pricing Totals:		**Discount Value/Credits:**	
Year 1		**Year 1**	
Software Total:	$47,000.00	**Discounts:**	$-31,040.00
Services Total:	$91,080.00	**Credits:**	0
Annualized Total:	**$138,080.00**		
Year 2		**Year 2**	
Software Total:	$27,000.00	**Discounts:**	$-22,872.00
Services Total:	$72,864.00	**Credits:**	0
Annualized Total:	**$99,864.00**		
Year 3		**Year 3**	
Software Total:	$27,000.00	**Discounts:**	$-22,872.00
Services Total:	$72,864.00	**Credits:**	0
Annualized Total:	**$99,864.00**		

Contract Term: 36 months
Grand Total: $337,808.00

EFFECTIVE DATE & AGREEMENT TERM

This agreement is effective on the date it is signed.

This agreement shall remain in effect for 36 consecutive months.

GWA will retain ownership of its data at all times. Following expiration or termination of this Agreement, GWA will have ninety (90) days to download its data, after which SewerAI may delete such data in accordance with the SewerAI Terms of Service.

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PAYMENT TERMS

Net 30. Please remit payments to:

SewerAI Corp
1646 N California Blvd, Suite 510
Walnut Creek, CA 94596

- PIONEER® software subscription is invoiced Annually
- AutoCode™ pay-as-you-go service is invoiced monthly, as used.
- AutoCode™ annual subscription is invoiced Monthly in even payments until annual commit volume is reached, in which case the pay-as-you-go add-on will apply monthly.
- Any remaining unpaid balance of the annual PIONEER® software subscription and annual AutoCode™ volume commitment becomes due in full at the end of each contract year, regardless of Guam Waterworks Authority's payment status with Gresham Smith.

IMPLEMENTATION

SewerAI and Gresham Smith will agree to meet as frequently as necessary to ensure project success for the duration of the agreement.

Service Levels (if applicable):

Turnaround time for NASSCO PACP/LACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for NASSCO MACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for QAITM and Sewer3DTM will not exceed 2 business days from the time of upload of datasets from newly captured inspections.

Marketing: Both sides will make reasonable efforts on co-marketing initiatives (i.e., press releases, project spotlights, use cases, white papers, videos, referrals). SewerAI will not do any PR without written approval from Guam Water Authority.

Pro-rata Implementation: It is expressly understood that implementation of additional Inspector (Editor) Seat licenses as well as On-Truck (Field) Uploader Seat licenses are subject to an implementation schedule wherein pro-rata billings for items may occur. When Items listed in the pricing schedule above are implemented they become billable on a pro-rata basis, such that the contract term of this agreement remains unchanged.

Terms of Service: This order for Guam Water Authority will be governed by the SewerAI Terms of Service located at the URL hereto: www.sewerai.com/terms

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RENEWAL WITH NOTIFICATION OF PRICE CHANGE

This Agreement shall commence on the Effective Date and remain in effect for an initial term of three (3) years (the “Initial Term”). The scope and pricing for Year 1 shall differ from those applicable to Years 2 and 3, as set forth in the applicable Schedule of Values.

Notwithstanding the foregoing, the PIONEER® Risk & Rehab subscription (Item P.1R&R) is contracted for a one (1) year initial term only. Gresham Smith may elect to continue the Risk & Rehab subscription for Year 2 and/or Year 3 by providing written notice to SewerAI no less than thirty (30) days prior to the start of the applicable contract year.

The parties will work together at least 90 days prior to expiration of the Agreement to discuss renewal.

Following the initial term, pricing shall revert to SewerAI’s then-current List Price unless otherwise agreed to in writing by both parties. Renewal pricing for all Items other than the PIONEER® Risk & Rehab subscription (Item P.1R&R) may increase by up to ten percent (10%) at the end of the three (3) year Initial Term, applied to the immediately preceding contract year's amount.

SEWERAI EXCLUSIONS

Proprietary means and methods employed, developed, improved and/or invented by SewerAI (including artificial intelligence, machine learning, algorithms, source code, scripts, schema or any other web-based tools) used in provision of certain “work products” or deliverables such as described above in Background and Scope of Order are not defined as “work products”. Any means and methods employed, developed, improved, and/or invented by SewerAI through execution of the Scope of Order are separate from Scope of Order, and will remain the sole property of SewerAI during the term, and after the term, of this Order.

Not included in the prices stated in this Order are the items listed below. If needed or found to be applicable, these items would be provided by SewerAI at an additional cost; or would be furnished by others, at your direction, at no cost to SewerAI.

1. Retention / Retainage of funds by Owner and client to Customer
2. Pay when Paid
3. Liquidated Damages
4. Payment and Performance bonds

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INSURANCE

SewerAI will provide the following insurance coverage for the duration of this contract and three years following the termination date, including any renewal terms:

1. Cyber Risk protection liability insurance (first and third party coverage) covering any damage arising from breaches of security (**including Security Events**) and breaches of privacy right; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft, copyright infringement, transmission of a computer virus or other type of malicious code, information security or data breaches, or misappropriation of data, with policy limits of not less than one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) in the aggregate;
2. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.
3. To the extent that SewerAI employees will visit a Gresham Smith office or the project site, then the following insurance is also required to be submitted via Certificate of Insurance prior to the visit:
    a. Commercial General Liability with policy limits of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage;
    b. Workers' Compensation at statutory limits; and
    c. Employers Liability with policy limits of not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

Certificates of Insurance shall contain under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the following:

- Gresham Smith Project No. 51894, Consent Decree Support Services for Guam Water Authority
- Gresham Smith and Guam Water Authority will be included as Additional Insureds on all policies except Professional Liability, Workers' Compensation, and Employer's Liability
- Waiver of Subrogation will be provided on all policies
- Except for professional liability and workers' compensation, policies shall include primary/non-contributory endorsement
- Thirty days' prior written notice will be given to the Additional Insureds/Certificate Holder in the event of cancellation

SewerAI will provide to Gresham Smith Certificate of Insurance evidencing compliance with the above requirements. Certificates will be provided to:

Gresham Smith, ATTN: Water+ Environment - Melissa Duffy, 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308
Email: Certificates@greshamsmith.com AND danielle.hancock@greshamsmith.com

Any other Notices should be sent to:

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Gresham Smith, ATTN: Risk Management, 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

SECURITY EVENT

A “Security Event” means any circumstance when (i) SewerAI knows or reasonably believes that Gresham Smith’s Confidential Information has been subject to any circumstance where the security, integrity, or confidentiality of any Gresham Smith’s Confidential Information has been compromised, including but not limited to incidents where Gresham Smith’s Confidential Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, or any instance where the email mailbox of any employee of the SewerAI containing Gresham Smith’s Confidential Information is compromised; (ii) SewerAI knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the services or documents provided to Gresham Smith by SewerAI or the physical, technical, administrative, or organizational safeguards protecting SewerAI's systems or Gresham Smith’s computer network, informational systems, or operational systems; or (iii) SewerAI receives any complaint, notice, or communication which relates directly or indirectly to the cybersecurity of the services or documents provided to Gresham Smith by SewerAI.

SewerAI agrees to notify Gresham Smith by email to incidentresponse@greshamsmith.com with copy to the Gresham Smith’s Designated Representative, as soon as reasonably possible (but in no case later than twenty-four (24) hours) after it becomes aware of any Security Event. All notices of the Security Event shall summarize such event in reasonable detail, including but not limited to, (i) the effect on Architect, if known, and (ii) the date and time identified. Consultant will designate a senior representative who will serve as the point of contact during the Security Event if different from the SewerAI’s Designated Representative identified in this Agreement. SewerAI shall cooperate fully with Gresham Smith and fully remediate all effects of such Security Event, develop and execute a plan that reduces the likelihood of the same or similar Security Event from occurring in the future, and provide Gresham Smith with such assurances as Gresham Smith shall request that such Security Event is not likely to recur. The content of any filing, communication, notice, press release or report related to any Security Event with inference to or identification of Architect must be approved by Gresham Smith prior to any publication or communication.

Upon determining that a Security Event has been resolved or otherwise upon request by Gresham Smith after a reasonable time has elapsed since the Security Event was reported, SewerAI shall within ten (10) business days provide to Gresham Smith a written executive summary or other similar document detailing the (i) suspected or confirmed cause of the Security Event; (ii) Gresham Smith or GWA data, including Confidential Information affected; (iii) steps taken to address the Security Event and steps to be implemented by SewerAI’s management to prevent reoccurrences of Security Events of a similar nature; (iv) list of communications made to third parties, including data subjects and law enforcement agencies, as a result of the Security Event; (v) a statement certifying that the underlying cause of the Security Event has been mitigated.

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APPROVAL & AUTHORITY TO PROCEED

This agreement and the pricing, terms, and scope described expire after 11/30/2026.
I have read and understood this agreement, and I accept and agree to all of its terms and conditions. I enter into this agreement voluntarily, with full knowledge of its effect:

Name: Gresham Smith	
Title:	
Signature:	
Date:	
Effective Date:	
AP Contact Name	
AP Contact email	
Schedule of Items Selected (if applicable)	

Name: SewerAI	
Title:	
Signature:	
Date:	

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CAN-EX TECHNOLOGIES

Solution Proposal

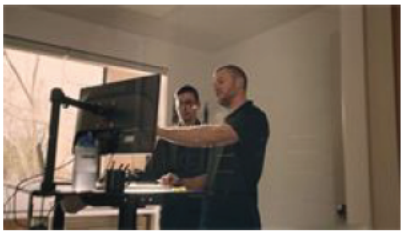
418 871-0045 / info@canex.tech / canex.tech





To the attention of :
Kenneth Stewart
Gresham Smith

George Watson
Guam Waterworks Authority



End-Client :
Guam Waterworks Authority

Offer # 5UCOX-QVVTE-TKOHQ-JWYCV



[Document.SentDate]

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CAN-EX TECHNOLOGIES

Quotation

** Unless otherwise stated, all prices displayed are in USD

Name	QTY	Unit or Term	Unit Price	Subtotal
Zipcam 360	2		$60,000.00	$120,000.00
Dipcam	2		$15,000.00	$30,000.00
Analysis - Full PACP Software - Up to 300k ft (56 miles)	1		$12,000.00	$12,000.00
Maintenance plan Unlimited parts, complete kit (3-year)	2		$8,500.00	$17,000.00
On-site onboarding & mobilization (Guam)	1		$15,000.00	$15,000.00
Standard Shipping Final price will be adjusted on invoice	1		$1,500.00	$1,500.00

Subtotal **$195,500.00**

Subtotal before taxes $195,500.00

Payment Schedule

	At time of Signature	2026-11-01	2027-11-01
Zipcam & Dipcam	150,000$ + Shipping Fees		

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CAN-EX TECHNOLOGIES

	At time of Signature	2026-11-01	2027-11-01
Software & Maintenance Plan	29,000$	29,000$	29,000$
Onboarding	15,000$		

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CAN-EX TECHNOLOGIES

Lead time

- All Services will be delivered at most 30 days following the Purchase Order.
- All Products will be delivered at most 1 week before the agreed Onboarding Date

Payment Terms

- For Products: 100% due prior to shipment of the Product – the Product won't be shipped until a confirmation of payment is received.
- For Services: 100% due prior to making the Services available to the Client.
- Software and warranty licenses come into effect on the day the invoice is processed

Quotation Validity

This quotation is valid for 30 days.

Terms of Sale

The Solutions Terms of Sale (the "**Terms of Sale**") applicable to this quotation are available here and are incorporated by reference to this quotation. Capitalized terms used in this Order Form have the meaning set forth in the Terms of Use.

Transport Charges

Can-Ex Technologies shall bear all costs associated with the transportation of the Shipped Products to the Delivery location, including export duties and transport-related charges. **The Client shall be responsible for any import duties, taxes, customs clearance, or related costs incurred in the destination country**, unless otherwise expressly agreed.

Acceptation

To confirm your acceptation, please send a purchase order referring to this quotation **no.5UCOX-QVVTE-TKOHQ-JWYCV**

If you have any questions, please contact us. We thank you for the opportunity to present you this offer.

Best regards,

Samuel Roux
General Manager
+1 (819) 352-5095
samuel.roux@canex.tech

[*Signature page follows.*]

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CAN-EX TECHNOLOGIES

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and delivered by its duly authorized officers as of the date first written above.

Gresham Smith

By:

Name: Kenneth Stewart

Title: Authorized Signatory

CAN-EX TECHNOLOGIES INC.

By:

Name: Samuel Roux

Title: General Manager

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 05- FY2027
Relative to Approval of Amendment for The Indefinite Delivery/Indefinite Quantity for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.

What is the project's objective and is it necessary and urgent?
The objective of this Task Order No.2 under this IDIQ contract with SSFM is to conduct gravity main condition assessments and develop design documents for the construction of new or rehabilitated gravity sewer mains containing acute defects in various locations on the island.

This project is necessary and urgent as this will improve the performance of the sewer collection/transmission system and help meet the compliance requirements and deadlines set forth in the Partial Consent Decree.

Where is the location?
The project sites are in various locations of the island.

How much will it cost?
Task Order No. 2 will not exceed in the amount One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00). To execute Amendment No. 1 to the Owner-Engineer IDIQ contract agreement, it is necessary to increase the contract amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).

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, permitting requirements, and available funding. The estimated completion time for these projects is two (2) years.

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

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 05-FY2027

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY FOR DESIGN AND PROFESSIONAL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT FOR WASTEWATER COLLECTION AND TREATMENT SYSTEMS FOR SSFM INTERNATIONAL, INC.

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

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

WHEREAS, as identified in the Partial Consent Decree (PCD), GWA must repair, rehabilitate, or replace gravity main lines with acute defects no later than 24 months after identification by GWA and performed by external contractors; and

WHEREAS, GWA awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to SSFM International, Inc. for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems in the maximum amount of One Million Dollars ($1,000,000.00) (See Exhibit A – Agreement Between Owner and Engineer for Professional Services) and has issued One (1) task orders (TO) for Construction Management Services for the Gravity Main Acute Defects Repair Project in the amount of Nine Hundred Eighty-Five Thousand One Hundred Fifty One Dollars and Seventy-Three Cents ($985,151.73) (See Exhibit B – Task Order 1); and

WHEREAS, to accomplish time sensitive work required by the Partial Consent Decree, GWA has negotiated with SSFM International to provide a Task Order No. 2 for preliminary

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design services for gravity main acute defects found throughout the island (See Exhibit C – Scope of Work); and

WHEREAS, GWA Management seeks CCU approval for Amendment No.1 to the Owner-Engineer Agreement under the IDIQ contract to include a new Task Order No. 2 with SSFM International, and increase funding accordingly to complete the work as outlined above; and

WHEREAS, the total current approved IDIQ contract agreement is One Million Dollars ($1,000,000.00); and

WHEREAS, to execute Task Order No. 2, an amendment to the Owner-Engineer IDIQ contract is required to increase the contract by an amount not to exceed One Million Dollars ($1,000,000.00) (See Exhibit D – Draft Proposal Letter); and

WHEREAS, GWA management seeks CCU approval to increase the total authorized funding by an amount not to exceed One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00), for a total authorized funding amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00); and

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

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 increasing the total funding of SSFM International ID-IQ contract for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems not to exceed an amount of One Million Dollars ($1,000,000.00) is necessary to enable execution of Contract Amendment 1 and Task Order-2.

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3. The CCU hereby authorizes the management of GWA to amend the maximum amount for the IDIQ contract with SSFM International for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems in the amount not-to-exceed of One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00), bringing the total authorized funding amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).
4. The CCU further authorizes management 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.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

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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: _____

///

///

///

DRAFT

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Docusign Envelope ID: F26BB088-43E0-8A9F-83C6-156542FBA75C

EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) for DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT for WASTEWATER COLLECTION and TREATMENT SYSTEMS
GWA Project No. 22599

THIS IS AN AGREEMENT effective as of 4/23/2026 ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

SSFM International, 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 Project Management and Construction Management for Wastewater Collection and Treatment Systems, GWA Project No. 22599. 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 professional Engineering and/or Technical Consulting Services in accordance with duly executed Task Orders.

OWNER'S SCOPE OF WORK ATTACHED AS APPENDIX A

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

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.

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Docusign Envelope ID: F26BB088-43E0-8A9F-83C6-156542FBA75C

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: SSFM International, Inc.
By:	By: Michael Matsumoto
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MICHAEL P. MATSUMOTO
Title: General Manager	Title: President, CEO
	Date Signed: 4/19/2026
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 4/23/2026	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	P.O. Box 11499
688 Route 15	Tamuning, Guam 96931
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: Contract sent to OAG for 5 GCA 5150 PH IV review before 4/16. On 4/16/26 OAG responded requesting "final 'K' signed by bidder" and GWA proceeded. If post-execution amendments are later required as to form and legality GWA can amend under 5 GCA 5452.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA G. ROJAS, ESQ. GWA Legal Counsel
Contract Amount: $ 1,000.000.00 Amount Certified: $ To be determined per Task Order Funding Source: IDIQ Placeholder	Engineering Department Approval: By: BRETT E. RAILEY, P.E. GWA Assistant General Manager - Engineering

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ATTACHMENT 1
TASK ORDER FORM

EXHIBIT B

Indefinite Delivery/Indefinite Quantity (ID/IQ)
For Professional Project/Construction Management Services

Task Order No. [01], consisting of 4 pages.

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

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer: SSFM International, Inc.

d. Specific Project (title): Gravity Main Acute Defects Repair Project

e. Specific Project (description): Provide GWA with construction management services to support the repair of acute defects in multiple areas on the island.

2. Services of Engineer

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

Set forth in attached scope of work, Attachment A - SOW CM-PM Services for Gravity Main Acute Defects SSFM and Fee Proposal.

B. All of the services included above comprise Basic Services for purpose 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: ***No additions or modifications***

5. Task Order Schedule

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

Party	Action	Schedule
Engineer	**Submit Bid review to Owner**	**Within 14 days of receipt from Owner.**

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
a. Pre-Construction/Bidding/Negotiation Phase	$45,152.47	Lump Sum
b. Construction Phase	$763,880.00	Lump Sum
c. Post-Construction Phase	$44,184.81	Lump Sum
d. Other Direct Cost:	$87,603.00	Lump Sum
e. GRT:	$44,331.45	
TOTAL COMPENSATION	$985,151.73	

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.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Attachment A - SOW CM-PM Services for Gravity Main Acute Defects SSFM and Fee Proposal

10. Other Documents Incorporated by Reference: None

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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:

OWNER: Guam Waterworks Authority	ENGINEER: SSFM International, Inc.
By: [signature] 9/30/2026	By: Michael Matsumoto 9/17/2026
FOR: Print Name: Miguel C. Bordallo, PE	Print Name: Michael Matsumoto, PE, FACEC
Title: General Manager	Title: President/CEO
	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:	E-Mail Address:
Phone:	Phone:

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GWA Engineering Department Approval:

By: _____ 9/18/2026

Brett Railey, PE
Assistant General Manager of Engineering

Certified Funds Available:

By: _____ 9/25/2026

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

Approved as to Form:

By: _____ 9/24/2026

Theresa G. Rojas, ESQ.
GWA Legal Counsel

Contract Amount:	$ 985,151.73
Contingency:	$ 0
Amount Certified:	$ 985,151.73
Funding Sources:	Bond 2025 MP-WW-PIPE-01

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EXHIBIT C

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

SCOPE OF WORK

TASK ORDER 2 - DESIGN SERVICES FOR GRAVITY MAIN ACUTE DEFECTS

1. OVERVIEW

GWA intends to meet the compliance requirements set forth in the Partial Consent Decree (PCD). The execution of this task order would assist GWA in conducting gravity main condition assessments and developing design documents for the construction of new or rehabilitated gravity sewer mains containing acute defects in various locations on the island. Under this task order, there are **57 gravity lines**, totaling **13,096 linear feet**. If these acute defects are not addressed in a timely manner, they may worsen over time and could adversely affect the health of the surrounding community and environment.

Design Consultant will assist and prepare for the following, and to be reviewed by GWA as applicable:

- Project Schedule
- Meeting minutes
- CCTV Inspection data (NASSCO rated)
- Condition assessment reports and data
- Archeological reports
- Permitting support
- 30%, 90%, and 100% design documents
- Pre-bid and bidding support
- Bid review technical memorandum
- Engineering support during construction

Additional details regarding these services are provided in the Scope of Work sections that follow.

The Design Consultant should note that the Design, Contract Bidding Support, and Engineering Support during Construction Scope of Work is dependent on the findings of the CCTV footage review and Condition Assessment Reports. Therefore, the initial phase of the scope and the Design Consultant's Proposal will be limited to the Project Management, Condition Assessment, and Preliminary Design. The full Design Scope of Work will be further defined and clarified once the Condition Assessments have been completed, and a Change Order to this Task Order may be developed.

The Design Consultant will prepare these documents in general conformance with applicable

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Federal and Guam laws, regulations, ordinances, and permitting requirements. The Design Consultant will coordinate with the Guam and Federal agencies, as appropriate, to support compliance with these requirements.

2. PROJECT MANAGEMENT

2.1. 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) Organizing and facilitating design meetings.

b) Monitoring scope, budget, and schedule to identify and address potential issues early.

c) Managing communication and documentation, including submittals, transmittals, and design deliverables.

d) Quality assurance reviews to assess consistency of design deliverables with project requirements and applicable standards.

2.2. Project Schedule

The Design Consultant will submit a project schedule to track anticipated task durations and milestones. The schedule will be updated periodically during the project, including the various design phases, contract bidding, and engineering support phases during construction stages.

2.3. Meetings and Coordination

The Design Consultant will coordinate and participate in project meetings and stakeholder coordination necessary to support project initiation, design development, and permitting activities. Meetings will primarily occur virtually unless otherwise requested by GWA.

a. Project Kickoff Meeting: The Design Consultant will coordinate and facilitate one (1) project kickoff meeting with GWA to confirm project objectives, review available information, discuss design parameters, identify key challenges, and establish the preliminary project schedule. Design Consultant will prepare and distribute meeting minutes.

b. Coordination Meetings: The Design Consultant will facilitate project coordination meetings with GWA and the project team to review progress, discuss technical issues, and confirm action items. Design Consultant will prepare and distribute summary meeting notes documenting key discussion points and action items.

c. Stakeholder Coordination: The Design Consultant will coordinate with relevant local and federal agencies, including the Guam Environmental Protection Agency (GEPA), Department of Public Works (DPW), and Guam State Historic Preservation Office (GSHPO), as needed to support project development and the permitting process.

d. Design Review Meetings: Design review (30%, 90%, and 100%) meetings shall be addressed under the design task.

2.4. Deliverables

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

a. Project Progress Schedule(s)

b. Kickoff meeting minutes and coordination meeting summaries.

3. CONDITION ASSESSMENT

3.1. CCTV & Manhole Inspection Management

a. Client Meetings & Coordination

b. Field Support, Monitoring, Coordination, & Safety

c. Identify the Manholes and sewer mainlines 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

3.2. CCTV Inspection of Sewer Mainline & Manhole Inspections

a. CCTV Inspection

i. CCTV work will be performed by the Design Consultant or a Contractor.

ii. CCTV work will be performed in general conformance with the requirements of DPW Highway Encroachment permit.

iii. Provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete the work in compliance with the encroachment permit.

iv. Pipeline inspections will be performed in compliance with the NASSCO Pipeline Assessment and Certification Program (PACP).

v. Manhole inspections will be performed in general conformance with NASSCO Manhole Assessment and Certification Program (MACP).

b. 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.

3.3. Condition Assessment Report

Design Consultant 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 verify the condition and

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structural defects.

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. Recommendations 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. Inspection Data Processing and Digital Asset Management

i. CCTV inspection data will be submitted to GWA to be processed and stored using GWA's sewer AI platform.

c. Assessment Report

i. Submit a Condition Assessment Report and provide 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) compatible Geographic Information System (GIS) mapping format.

d. Deliverables

i. Condition Assessment Report

ii. ESRI GIS Data

4. PRELIMINARY DESIGN

4.1. Data Research

The Design Consultant 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 information collected will be used to evaluate existing conditions.

4.2. Archaeological Services

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.

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.

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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 and GEPA.

4.3. Deliverables

a. AMDRP – Draft

b. AMDRP – Final

5. DESIGN (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

The designer will perform the following tasks to complete the 30%, 90%, and 100% design document packages.

5.1. Meetings

a. The designer will conduct 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%, 90%, and 100% design development milestones, or as needed.

c. Prepare and submit design progress review meeting and minutes to GWA project team.

5.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 90% design, assist GWA with obtaining DPW Building Permit "initial" review and routing. Permitting agencies may include GEPA, SHPO, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design. It will be the responsibility of the

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

5.3. Design Documents

a. Prepare the 30%, 90%, and 100% progress design drawings, specifications, and contract documents.

b. Prepare "Issued for Bid" drawings, specifications, and contract documents.

5.4. Cost Estimate

Prepare cost estimates for the 100% design phase.

5.5. Deliverables

a. Design Progress Review Meeting Agenda & Minutes

b. Design Drawings (30%)

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c. Outline Technical Specifications (30%)

d. Design Drawings (90%)

e. Technical Specifications (90%)

f. Design Drawings (100%)

g. Technical Specifications (100%)

h. Cost Estimate (100%)

i. Design Drawings (Issued for Bid)

j. Technical Specifications (Issued for Bid)

6. CONTRACT BIDDING SUPPORT (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

6.1. Pre-Bid Meeting and Site Visit

The Pre-Bid Meeting and Site Visit will be led by GWA Engineering & Procurement. The Design Consultant will assist in discussing the design intent and answer any questions that may arise.

6.2. Requests for Information (RFI)

The Design Consultant will prepare responses for any RFIs.

6.3. Addenda

Should changes to the Bid Design Documents arise, the Design Consultant will update the Design Documents and submit the revised versions to GWA.

6.4. Bid Evaluation

After receipt of construction bid packages, the Design Consultant 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). The Design Consultant will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

6.5. Technical Memorandum

Upon completion of the bid evaluation, the Design Consultant will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of performance and payment bonds and insurance for consistency with the bid documents and applicable procurement regulations, as well as bid analysis and Contractor ranking by bid amount.

6.6. Deliverables

a. RFI Responses

b. Bid Evaluation Technical Memorandum

7. ENGINEERING SUPPORT DURING CONSTRUCTION (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

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7.1. Conformed Bid Documents

Coordinate preparation of "Issued for Construction" conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

7.2. Submittal Review

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.

7.3. Substitution Requests

Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

7.4. Requests for Information

Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

7.5. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

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EXHIBIT D

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SSFM International
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October 12, 2026 SSFM Project Number 2025_102.002

CLIENT: Guam Waterworks Authority
P.O Box 3010, Hagåtña,
Guam 96932

Attention: Mr. Miguel Bordallo, P.E., General Manager

PROJECT: Task Order 2 – Design Services for Gravity Main Acute Defects
Islandwide, Guam
Client Project No. 22606

REFERENCE: 1. Scope of Work for the above project received from GWA on October 7, 2026

FEE PROPOSAL FOR PROFESSIONAL SERVICES

This Fee Proposal is effective as of October 12, 2026 between SSFM International, Inc. (SSFM) located at at PO Box 11499, Tamuning, Guam 96913 and **Guam Waterworks Authority** (CLIENT), located at the address shown above. This FEE PROPOSAL identifies the proposed scope of services and fees for the Project and does not constitute a contract or agreement between the parties.

1. CLIENT has requested SSFM to provide the services described in this FEE PROPOSAL and its attachments, all of which are made part of this FEE PROPOSAL, with the intention to retain and engage SSFM.

2. CLIENT and SSFM agree as follows:

   a. Scope of Services: SSFM will provide the services set forth in Attachment S-1 (SERVICES).

   b. Term of Fee Proposal: This FEE PROPOSAL is valid for a period of 90 days from the effective date above. In the event a contract for this Project is unable to be executed within such 90-day period, SSFM reserves the right to withdraw the FEE PROPOSAL or revise the scope of services and/or fees of the FEE PROPOSAL

   c. Time of Performance: The services under this FEE PROPOSAL shall be performed and completed in accordance with the Time of Performance set forth in Attachment S-2.

   d. Compensation: SSFM shall be compensated for services rendered under this FEE PROPOSAL for the amount, including approved reimbursable costs incurred and applicable taxes, identified in the Compensation and Payment Schedule set forth in Attachment S-3.

      For a time and materials compensation, SSFM's current hourly billing rates are set forth in Attachment S-3.

   e. Climate Resilience Considerations: Current applicable Codes and the prevailing Standard of Care governing our work on this PROJECT do not address potential consequences of climate change. Our work under this FEE PROPOSAL is, therefore, limited to compliance with the current applicable Codes and the prevailing Standard of Care. If requested, SSFM is available to provide advisory services dealing with future climate risks and impact to the PROJECT.

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SSFM respectfully submits this FEE PROPOSAL for consideration by Guam Waterworks Authority and appreciates the opportunity to assist with this project.

SSFM INTERNATIONAL, INC. (SSFM)

Joseph W. Duenas, ENV SP
Pacific Area Manager
Email: jduenas@ssfm.com

Reviewed and Approved By:

Michael P. Matsumoto, PE, SE, FACEC
President/CEO
Email: mmatsumoto@ssfm.com

Attachments: S-1: Scope of Services
S-2: Time of Performance
S-3: Compensation and Payment Schedule

FOR SSFM CONTRACT RECORDS ONLY

☒ CHECK IF CONTRACT FOLDER ESTABLISHED FOR THIS PROJECT

☐ CHECK COMPLETED GO-NO GO FILED

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ATTACHMENT S-1
SCOPE OF SERVICES

SSFM will provide the services set forth below:

GENERAL DESCRIPTION OF THE PROJECT

This project supports GWA's Partial Consent Decree (PCD) compliance by assessing gravity sewer mains and preparing preliminary design documentation for repairs or replacement. Scope covers **57 gravity lines** totaling **13,096 linear feet** with acute defects requiring timely action. SSFM will perform the initial services and prepare documents in conformance with applicable Federal and Guam requirements.

CLIENT PROVIDED INFORMATION

1. Existing records used to identify manholes and sewer mainlines to be inspected (e.g., maps, prior inventory).
2. Access and coordination to support meetings, field activities, and permitting discussions with agencies (GEPA, DPW, GSHPO).
3. Data receiving/processing capability via GWA's sewer AI platform for CCTV inspection data.

DESCRIPTION OF SERVICES

1. Section 2: Project Management Services:
   (a) Organize/facilitate design meetings; manage scope, budget, schedule; oversee communications and deliverables; perform QA reviews for consistency with project requirements.
   (b) Submit and periodically update the project schedule covering assessment and preliminary design phases.
   (c) Coordinate and document project kickoff and progress meetings (minutes/summaries). Meetings are primarily virtual unless otherwise requested by GWA.
   (d) Deliverables:
      (1) Progress schedule
      (2) Kickoff and coordination meeting summaries.
2. Section 3: Condition Assessment:
   (a) Manage CCTV and manhole inspection program: client coordination, field support/monitoring/safety; identify assets to inspect using existing records and field observations.
   (b) Secure DPW Highway Encroachment Permit and prepare Traffic Control Plan; provide temporary traffic control measures during work.
   (c) Perform inspections per NASSCO PACP (pipelines) and MACP (manholes); deliver videos, summary spreadsheets, and inspection reports with NASSCO ratings and embedded photos.
   (d) Prepare a Condition Assessment Report: process/analyze defect data; code defects per PACP/MACP; evaluate failure modes, likelihood/consequence of failure, criticality, and remaining useful life; recommend repair/rehabilitation/replacement. Provide ESRI-compatible GIS data.

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3. Section 4: Preliminary Design
   (a) Data research and field investigations to support design development (site visits, utilities, topo/boundary info, environmental constraints, stakeholder coordination).
   (b) Archaeological services: prepare AMDRP (draft/final) as required by SHPO; conduct background research, methodology, inventory surveys, and mitigation recommendations; coordinate with SHPO, Department of Agriculture, and GEPA
   (c) Deliverables: AMDRP (Draft and Final).

WORK NOT INCLUDED IN THIS FEE PROPOSAL

Other than the services described in paragraphs hereinbefore, the following work is not included in this FEE PROPOSAL. However, SSFM can provide these services under a separate agreement or addendum either through in-house staff or by subconsultants as Additional Services:

1. Section 5: Design (Pending Condition Assessment): design progress review workshops; permitting support at 90%; preparation of 30%, 90%, and 100% drawings/specifications/contract documents; "Issued for Bid" documents; cost estimate (100%).
2. Section 6: Contract Bidding Support (Pending Condition Assessment): pre-bid meeting/site visit assistance; responses to RFIs; addenda; bid evaluation; bid review technical memorandum.
3. Section 7: Engineering Support During Construction (Pending Condition Assessment): conformed "Issued for Construction" plans/specs; submittal reviews; substitution requests; RFI responses.

-end-

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ATTACHMENT S-2
TIME OF PERFORMANCE

Performance of services by SSFM shall commence on the receipt of a fully executed FEE PROPOSAL from CLIENT.

Excluding CLIENT and OWNER review periods, significant scope changes and/or redesigns by CLIENT, or other delays beyond the control of SSFM, the time schedule for the proposed scope of services should proceed according to the following time estimates:

SSFM WORK	ESTIMATED TIME
Project Management Services (Civil, CCTV & Archeological)	Five (5) months after NTP

-end-

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ATTACHMENT S-3
COMPENSATION AND PAYMENT SCHEDULE

For the services performed by SSFM under this FEE PROPOSAL, compensation for SSFM's services shall be a lump sum fee, including all applicable taxes plus any and all applicable Other Direct Costs, as follows:

Project Management	$ 140,074.21
CCTV Assessment	$ 700,680.61 **
Archeological	$ 46,608.00
Civil Engineering	$ 72,600.00
GRT:	$ 40,001.65
Total (Rounded Amount):	**$ 999,965.00**

** Fee is subject to change pending receipt of the final fee proposal from the CCTV contractor.

ADDITIONAL SERVICES:
For any additional services requested on an as-needed basis or task-order basis, compensation will be calculated on a cost-plus fee basis (defined by the time spent, multiplied by SSFM's hourly billing rates in effect at the time the services are performed, plus all applicable taxes plus any and all applicable Other Direct Costs) unless otherwise negotiated.

SSFM's current hourly billing rates, exclusive of any taxes. are shown below:

PERSONNEL CATEGORY	HOURLY BILLING RATE
Director/Principal	$ 410.00
Project Managers & Engineers	
S-3, Senior Manager	$ 410.00
S-2, Senior Project Manager	$ 305.00
S-1, Project Manager	$ 268.00
E-V, Senior Project Engineer	$ 219.00
E-IV, Project Engineer	$ 202.00
E-III, Engineer	$ 176.00
E-II, Engineer	$ 150.00
E-I, Engineer	$ 112.00
Planners	
Senior Planner	$ 268.00
Planner IV	$ 202.00
Planner III	$ 176.00
Planner II	$ 150.00
Planner I	$ 112.00
CAD Operator/Technician	
CAD Operator-VI	$ 166.00

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CAD Operator-V	$ 154.00
CAD Operator-IV	$ 133.00
CAD Operator-III	$ 117.00
CAD Operator-II	$ 109.00
CAD Operator-I	$ 91.00
Construction Representatives/Inspectors	
Senior Construction Manager	$ 262.00
Construction Manager	$ 204.00
Senior Inspector	$ 191.00
Inspector	$ 179.00
Knowledge Based Systems	
Programmer	$ 185.00
GIS Specialist	$ 195.00
GIS Technician	$ 130.00
Administrative	
Office Manager	$ 124.00
Senior Project Coordinator	$ 170.00
Project Coordinator	$ 130.00
Field Coordinator	$ 91.00
Specifications Writer	$149.00
Accounting Staff	$ 161.00
Information Technology	$ 185.00
Clerical	$ 90.00

-end-

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution 06-FY2027
Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation

What is the project's objective and is it necessary and urgent?
Upper Tumon Warehouse was constructed in 1993. Frequent rain and typhoon events over the span of 30 years contributed to severe rusting and deterioration of roofing and other structural metal parts. Super Typhoon Mawar (2023) caused further extensive damage to the Warehouse rendering the building unsuitable for continued use without repair/rehabilitation.

Due to recent changes to the project design, GWA has negotiated Change Order No. 1 with Canton Construction for the replacement of all warehouse girts and purlins. Proceeding with Change Order No. 1 will help reduce potential future maintenance requirements and performance issues associated with the existing warehouse structure.

As construction remains ongoing, GWA is currently utilizing temporary warehouse storage at a Canton Construction facility under a lease agreement that is set to expire on December 15, 2026. Because Change Order No. 1 and other future work will extend the project schedule by 12 months, GWA must also extend the temporary warehouse lease for a corresponding period.

To expedite the procurement of materials and avoid delays to the project schedule, GWA is requesting CCU approval to execute Change Order No. 1 in the amount of $271,500.00. The addition of this amount to the current contract funding remains within the funding previously authorized by the PUC and is therefore consistent with the PUC Contract Review Protocol.

GWA will separately seek CCU approval to petition the PUC for approval of the additional funding of $294,204.74 associated with the temporary warehouse lease extension, as this will exceed the total authorized amount approved by the PUC under the Contract Review Protocol. This approach will allow Change Order No. 1 to proceed immediately so that material procurement may begin while the temporary warehouse lease extension request undergoes the PUC review process.

Where is the project located?
The warehouse is in Upper Tumon.

How much will it cost?
Change Order No. 1 will be in the amount of $271,500 and the temporary warehouse lease extension will be in the amount of $294,204.74. This will bring the total authorized funding amount to $2,560,244.74.

When will it be completed?
Work is estimated to be completed by December 2027.

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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What is the funding source?
Bond funds and other appropriate funding sources including FEMA Public Assistance Program or GWA Property Insurance Claim.

The RFP/BID responses (if applicable):
N/A

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913 • P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 06-FY2027

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 1 OF DESIGN-BUILD CONTRACT FOR UPPER TUMON WAREHOUSE RENOVATION

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 a Design-Build contract agreement to Canton Construction Corporation (CCC) for the Upper Tumon Warehouse Renovation Project (See Exhibit A); and

WHEREAS, within Resolution 38-FY2025 (See Exhibit B), the CCU approved the total current authorized funding amount of Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00), where One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00) is the original contract amount and One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00) is a ten percent (10%) contingency; and

WHEREAS, GWA negotiated with CCC for Change Order No. 1 to replace all remaining girts and purlins not included in the original bid due to continuous deterioration of the warehouse's structural secondary framing members, which would reduce potential future maintenance and performance issues with the existing warehouse (See Exhibit C); and

WHEREAS, CCC is currently leasing temporary warehouse storage for GWA equipment under the current contract, and the lease is set to expire on December 15, 2026; and

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WHEREAS, due to the additional work required under Change Order No. 1 and other anticipated future work, the construction schedule is expected to be extended by twelve (12) months, prompting GWA to negotiate with CCC for an extension of the temporary warehouse lease (See Exhibit D); and

WHEREAS, GWA management and the Construction Management consultant reviewed the associated cost proposal and found it acceptable; and

WHEREAS, GWA management seeks CCU approval to execute Change Order No. 1 in the amount of Two Hundred Seventy-One Thousand Five Hundred Dollars ($271,500.00) for the replacement of all girts and purlins, and the temporary warehouse lease extension in the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy Four Cents ($294,204.74), increasing the total authorized funding to Two Million Five Hundred Sixty Thousand Two Hundred Forty Four Dollars and Seventy Four Cents ($2,560,244.74); and

WHEREAS, for the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy-Four Cents ($294,204.74) relating to the temporary warehouse lease extension, GWA Management further seeks CCU approval to petition the Public Utilities Commission ("PUC") for approval to increase the total authorized funding amount to Two Million Five Hundred Sixty Thousand Two Hundred Forty-Four Dollars and Seventy-Four Cents ($2,560,244.74); 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 cost proposal for Change Order No. 1 and warehouse lease extension to be acceptable and is necessary to complete the Upper Tumon Warehouse Renovation Project.
3. The CCU authorizes GWA to execute Change Order No. 1 in the amount of Two Hundred Seventy-One Thousand Five Hundred Dollars ($271,500.00).

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4. The CCU authorizes GWA to execute temporary warehouse lease extension in the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy-Four Cents ($294,204.74), upon PUC approval.
5. The CCU hereby approves increasing the total authorized funding for the Design-Build contract with Canton Construction Corporation to Two Million Five Hundred Sixty Thousand Two Hundred Forty-Four Dollars and Seventy-Four Cents ($2,560,244.74).
6. The CCU hereby approves the use of Bond funds, funding from FEMA Public Assistance Program or GWA Property Insurance Claims for the project.
7. The CCU hereby further approves GWA Management to petition the PUC for approval to increase total authorized funding and to execute warehouse lease extension with Canton Construction Corporation for the Upper Tumon Warehouse Renovation Project.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by: Attested by:

_____ _____

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

Chairperson Secretary

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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: _____

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EXHIBIT A

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR DESIGN-BUILD CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **Guam Waterworks Authority** ("Owner") and **Canton Construction Corporation** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work, for the Project, as specified and indicated in the Contract Documents.

Refer to Article 1 (1.01 & 1.02) in Technical Data document for the Work and Project description(s), which shall be incorporated herein.

ARTICLE 2 – OWNER'S CONSULTANT

Refer to Article 2 (2.01 & 2.02) Technical Data document, which shall be incorporated herein.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

A. Time is of the essence for all Milestones, if any, Substantial Completion, and completion and readiness deadlines for work and final payment(s) as stated in the Contract Documents.

3.02 Contract Times: Days

Refer to Article 3.02 Technical Data document, which shall be incorporated herein

3.03 Liquidated Damages

Refer to Article 3.03 Technical Data document, which shall be incorporated herein

3.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

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Paragraph3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: **$ 1,994,540.00**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	N/A				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$____0_____.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$ 1,994,540.00**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner's Consultant as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **15th** day of each month

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during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 90 percent of Work completed (with the balance being retainage). And

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Owner's Consultant as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

6.01 Not applicable.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages _1_ to _9_, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___to____, inclusive).
4. Other bonds.
   a. Bid Bond (pages _1_ to _4_, inclusive).
5. General Conditions (pages _1_ to _70_, inclusive).
6. Supplementary Conditions (pages _1_ to _8_, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the attached sheet index.
9. Addenda (numbers _1_ to _3_, inclusive).
10. RFI Responses (numbers_1_, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _1_ to _126_, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

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a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

9.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 12/10/2025 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Guam Waterworks Authority	**Canton Construction Corporation**
By: MIGUEL C. BORDALLO, P.E. 12/10/2025	By: Bobby Yung 12/4/2025
Title: General Manager, GWA	Title: General Manager, VP
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Gloria B Nelson Public Service Building	626 Pale San Vitores Rd
688 Route 15	Tumon, Guam 96913
Mangilao Guam 96913	
	License No.: *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

CERTIFIED FUNDS AVAILABLE:

By:

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Date: 12/10/2025

Contract Amount: $1,994,540.00

Total Amount Certified: $1,994,540.00

Funding Source: CIP Funds MP-GEN-MISC-05

APPROVED AS TO FORM:

Note: Contract sent to OAG on 10/09/25 for review; AG review completed and cleared 10/13/25.

By:

THERESA G. ROJAS, Esq.
GWA Legal Counsel

Date: 12/5/2025

By:

BRETT RAILEY, P.E.
GWA Assistant General Manager – Engineering

Date: 12/2/2025

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR DESIGN BUILD CONTRACT (STIPULATED PRICE)

TECHNICAL DATA

ARTICLE 1-WORK

1.01 Contractor shall complete all Work for the Project as specified and indicated in the Contract Documents. The Work is generally described as follows:

1. Design-Build of Upper Tumon Warehouse Renovation

1.02 The Project is generally described as follows: **Design-Build of Upper Tumon Warehouse Renovation**

GWA Project Number: **42102.**

Article 2-ENGINEER

2.01 The part of the Project that pertains to the Work has been designed by **N/A .**

2.02 The Owner has retained a **HDR Engineering, Inc.** as Construction Manager ("Resident Project Representative"), to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT TIMES

3.02 Contract Times: Days

A. The Work will be substantially completed within the following days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:

B. The Work for the **Design-Build of Upper Tumon Warehouse Renovation** will be substantially completed within **300** calendar days from Notice to Proceed issuance as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.

C. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days] NA
2. Milestone 2 [event & date/days] NA
3. Milestone 3 [event & date/days] NA

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.02 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof,

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Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **$ N/A** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

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GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 12/02/2025

Guam Waterworks Authority
Purchase Order Print

Order Company	CIP	**Order Number**	900078
Shipped From	700110 Canton Construction Corp. GU 626 Pale San Vitores Rd., Tumon, Gu Tumon GU 96913	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	10/15/2025	**Branch/Plant**	42102
Buyer	Eileen Quitugua	**Currency Code**	USD
Phone	1-671-300-6830	**POC**	Ernesto Villarin
Email	ejquitugua@guamwaterworks.org		
Expiration			

PURCHASE DESCRIPTION

Design-Build of Upper Tumon Warehouse Renovation; GWA Project No. 42102; IFB-01-ENG-2025

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	Ernesto Villarin
Business Unit	42102
G/L Account No	[redacted]
Note to Receiver	

OR **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		62542205/ 42102/ Original Construction Service-Contract	10/22/2025			1,795,086.00	1,795,086.00
2		62542205/ 42102/ Retainage Original Construction Service-Contract	10/22/2025			199,454.00	199,454.00

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30 **Total Inc** 1,994,540.00

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 -

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Note: The contract terms for this Standard Purchase Order are listed in a separate document which is either attached to the email you received or sent separately. These contract terms should be read in conjunction with this Standard Purchase Order.

Proprietary and Confidential

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EXHIBIT B

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. 38-FY2025

RELATIVE TO APPROVAL OF DESIGN-BUILD CONTRACT FOR UPPER TUMON WAREHOUSE RENOVATION

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

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

WHEREAS, in February 2024, the CCU approved Resolution 10-FY2024 (see Exhibit A) authorizing GWA to issue a competitive procurement bid for the Design-Build of Upper Tumon Campus Improvement, Phase 1, and approved Three Million One Hundred Sixty-Seven Thousand Five Hundred Dollars ($3,167,500.00) of available bond funds.

WHEREAS, the Design-Build of Upper Tumon Campus Improvement, Phase 1 includes Upper Tumon Warehouse Renovation and Meter Testing Facility Repair; and

WHEREAS, the Meter Testing Facility Repair has been completed using Internally Funded CIP (IFCIP); and

WHEREAS, GWA issued a competitive procurement bid (IFB-01-ENG-2025) for the Design-Build of Upper Tumon Warehouse Renovation; and

WHEREAS, Invitation for Bids (IFB-01-ENG-2025) packages were picked up by ten (10) interested parties, from which GWA received a total of three (3) bid proposals by the bid proposal deadline on March 18, 2025 (Exhibit B – Abstract of Bids); and

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WHEREAS, the initial review of the bid submitted by the lowest bidder, Canton Construction Corporation (CCC), was determined to be missing some documents and some items needing clarification; and

WHEREAS, in March and April 2025, GWA requested additional information and sought clarification from CCC on the location of Temporary Warehouse (Additive Bid Item 1), and by April 14, 2025, CCC complied by submitting necessary documents, clarifying staffing plans and identifying the proposed location for Temporary Warehouse; and

WHEREAS, after further evaluation of the additional documents submitted and clarifications provided, it was concluded that Canton Construction Corporation, who submitted the lowest Base Bid proposal (Exhibit C – bid proposal-Bid Schedule) of One Million Five Hundred Fifty-Four Thousand Five Hundred Forty Dollars ($1,554,540.00) plus an Additive Bid of Four Hundred Forty Thousand Dollars ($440,000.00) for a Total Bid of One Million Nine Hundred Ninety-Four Thousand Five Hundred and Forty Dollars ($1,994,540.00) as the lowest responsive and responsible bidder having met all the bid requirements set forth by GWA; and

WHEREAS, GWA Management is seeking CCU approval to enter into contract with Canton Construction Corporation for IFB-01-ENG-2025 in the amount of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00), along with a ten percent (10%) contingency of One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00), bringing the total funding amount to Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00); and

WHEREAS, GWA Management further seeks CCU approval to petition the Public Utilities Commission ("PUC") for the approval of the contract given this project meets the Contract Review Protocol requirements for the use of bond funds; and

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

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1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU hereby authorizes GWA Management to accept the bid from Canton Construction Corporation attached hereto as Exhibit C, and which is also incorporated into this Resolution in its entirety.
3. The CCU hereby authorizes GWA Management to enter into a contract with Canton Construction Corporation in the amount of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00).
4. The CCU hereby approves the funding total of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00), along with a ten percent (10%) contingency of One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00), bringing the total authorized funding amount to Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00).
5. The CCU hereby approves the use of Bond funds, funding from FEMA Public Assistance Program or GWA Property Insurance Claims for the project.
6. The CCU hereby further approves GWA Management to petition the PUC for approval to enter into contract with Canton Construction Corporation for the Upper Tumon Warehouse Renovation project.

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:

5/27

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

//

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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'

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. 10-FY2024

RELATIVE TO REQUESTING APPROVAL TO PROCURE DESIGN-BUILD OF GWA UPPER TUMON CAMPUS IMPROVEMENTS

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 will be utilizing the Design-Build project delivery method for the GWA Upper Tumon Campus Improvements project to make necessary repairs, rehabilitation and renovations of the Customer Service Center, Compliance Laboratory, Warehouse and Meter Testing Facility; and

WHEREAS, the GWA Upper Tumon Campus Improvements project will be implemented in two phases: Phase I (Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation and Laboratory Equipment Replacement); and

WHEREAS, the existing Upper Tumon Warehouse was originally constructed in 1993 to store and manage the inventory of equipment and spare parts needed for immediate repairs to maintain the water and wastewater assets in good working condition; and.

WHEREAS, the normal wear in Guam's tropical conditions over the span of 30 years contributed to deterioration of metal roofing, gutters, z-purlins and other structural members of the warehouse resulting in rain water leaking through the damaged roof. In addition, Typhoon Mawar caused further extensive damage to the warehouse and the adjacent Meter Testing

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Facility in May 2023, damaging the existing roof, offices, some stored parts and equipment (see Exhibits A and B); and

WHEREAS, the extensive damage to Upper Tumon Warehouse and Meter Testing Facility have affected the integrity of stored materials and the safety for occupants of both buildings. GWA staff at the Upper Tumon Warehouse and the Asset Management office on the second floor of Meter Testing Facility have been temporarily relocated to the Upper Tumon Customer Service Center or the GBN Public Service Building in Mangilao; and

WHEREAS, the rehabilitation of the Upper Tumon Warehouse and the repair of Meter Testing Facility are necessary and urgent to make the facility safe for GWA employees and visitors, and to properly protect and maintain the inventory of spare parts while in storage; and

WHEREAS, in Resolution No. 2009-16 (Exhibit C), the CCU directed GPA and GWA to explore opportunities for the Upper Tumon Customer Service Center wherein services provided to customers may be improved by combining resources of the two utilities; and

WHEREAS, the renovation of existing Customer Service Center, currently housing both GWA and GPA customer service, is necessary to improve general comfort and convenience for customers and staff, and to meet current requirements of the building code, fire/safety code, and other relevant codes and standards; and

WHEREAS, the GWA Compliance Laboratory facility has three (3) laboratories served by a special laboratory ventilation and exhaust systems, components of which are beyond their useful life or no longer meet current standards; and

WHEREAS, based on a condition report prepared by an engineering firm (see Exhibit D), a replacement of the existing ventilation equipment with new Dedicated Outside Air Units (DOAUs) is necessary to meet acceptable indoor air quality requirements per national standards and ensure continued operation of the laboratory; and

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WHEREAS, the recommended Scope of Work includes design analysis, environmental clearance technical support, detailed engineering drawings, specifications, all regulatory approval and permits, and construction including labor, tools, equipment and materials; and

WHEREAS, GWA management seeks CCU approval to procure a competitive design-build contract among experienced and qualified companies for the Design-Build of Upper Tumon Campus Improvements Phase I (Upper Tumon Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation and Laboratory Equipment Replacement); and

WHEREAS, funding in the amount of Three Million One Hundred Sixty-Seven Thousand Five Hundred Dollars ($3,167,500.00) for Phase I and Five Million Eighty Thousand Nine Hundred Dollars ($5,080,900.00) for Phase II, for a total funding amount to Eight Million Two Hundred Forty-Eight Thousand Four Hundred Dollars ($8,248,400.00), is available through GWA bonds funds, Internally Funded Capital Improvement Project (revenue) funding, GWA Property Insurance Claims and reimbursement through FEMA Public Assistance Program funding as applicable; and

WHEREAS, GWA management further seeks CCU authorization to submit a petition to the PUC for approval under the PUC contract review protocol.

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 solicitation of bids for Design-Build of GWA Upper Tumon Campus Improvements is necessary to ensure public safety, equipment protection, continued operations and improve customer service (Exhibits A, B, and D).
3. The CCU hereby authorizes the amount for Design-Build of GWA Upper Tumon Campus Improvements Phase I (Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation

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and Laboratory Equipment Replacement) of Eight Million Two Hundred Forty-Eight Thousand Four Hundred Dollars ($8,248,400.00).

4. The CCU hereby further authorizes the management of GWA to fund the Design-Build project delivery of GWA Upper Tumon Campus Improvements through GWA bonds funds, Internally Funded Capital Improvement Project (revenue) funding, FEMA Public Assistance Program, GWA Property Insurance Claims as applicable and other appropriate funding sources.
5. The CCU hereby further authorizes GWA management to petition the PUC for approval of the procurement of Design-Build of GWA Upper Tumon Campus Improvements.

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

DULY AND REGULARLY ADOPTED, this 27th day of February 2024.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

PEDRO ROY MARTINEZ
Secretary

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SECRETARY'S CERTIFICATE

I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: 4
NAYS: 0
ABSENT: 1
ABSTAIN: 0



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EXHIBIT ' B'

GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Project Name: Upper Tumon Warehouse Renovation Project
Project Number: 42102 **IFB NO.:** IFB-01-ENG-2025

Bid Opening Date: March 18, 2025
Bid Opening Time: 2:00 PM

	Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS: Bidder Qualification Form	Bid Proposal & Bid Schedule	Affidavit Regarding Non-Collusion	Certification Regarding EEO	Certification Regarding Non-Segregated Facilities	Sex Offender Certification	Declaration Re-Compliance w/ US DOL	Affidavit Disclosing Ownership and Interest	Affidavit Regarding Gratuities or Kickbacks	Affidavit Regarding Ethical Standards	Affidavit Regarding contingent Fees	Special Instruction to Bidders	Proof of Licensure to Perform Work	Financial Statements	Proof of Status As Veteran	Addendum No. 1	Addendum No. 2	Addendum No. 3	BASE BID
1.	Canton Construction 1:10pm	FIRST NET INSURANCE 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	$1,554,540 BASE $440,000 ADD ITEMS $1,994,540 TOTAL
2.	IAN Corporation 1:37 PM	SAFECO INS. CO. AMERICA 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	$2,680,229. BASE $1,203,150. ADD $3,883,379 TOTAL
3.	Eastern Pacific Engineering & Construction 1:45 PM	SAFECO INS. CO. AMERICA 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	*		✓	✓	✓	$2,793,600.00 BASE $958,209.88 ADD $3,752,010.88 TOTAL
4.																↳	NO FINANCIAL STATEMENT				
5.																					
6.																					
7.																					
	GWA ESTIMATE	$ 3,030,000.00																			

Bids Opened and Read by: Luisa Calvo (Name and Signature)

Tabulated By: ERNESTO VILLARIN (Name and Signature)

GWA Procurement Representative: HAYASHI, DIANA (Name and Signature)

Witnesses:

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GWA Work Session - October 20, 2026 - ISSUES FOR DECISION

Doc. No. 38GL-26-3188.*

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EXHIBIT 'C'

(3)

BID SCHEDULE

Interested Bidders must complete Table A. All blanks in the tables must be filled out.

Definitions:
LS = lump sum
SF = square feet
LF = linear feet
EA = each

BASE BID

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
1.0	**General Requirements**				
1.1	Mobilization/Demobilization	1	LS	$ 60000	$ 60000
1.2	Bonding Fee & Insurance	1	LS	$ 30000	$ 30000
1.3	Permit Application Fee	1	LS	$ 15000	$ 15000
1.4	Professional Engineer Services	1	LS	$ 30000	$ 30000
2.0	**Warehouse Roofing**				
2.1	Remove and replace existing 18-gauge Butlerib Roofing including Insulation	14,400	SF	$ 25	$ 360000
2.2	Remove and replace roof ridge cover (same width as existing)	180	LF	$ 55	$ 9900
2.3	Remove and replace transversal roof metal flashing (same width as existing)	160	LF	$ 55	$ 8800
2.4	Remove and replace metal gutter (same dimensions as existing)	360	LF	$ 55	$ 19800
2.5	Remove and replace rusted roof Z purlins located near the gutter	360	LF	$ 50	$ 18000
2.6	Supply and install additional new roof Z purlins for wind load protection as recommended by the Professional Structural Engineer	720	LF	$ 50	$ 36000
3.0	**Warehouse Siding**				
3.1	Remove and replace existing 18-gauge Butlerib Siding including Insulation	15,600	SF	$ 28	$ 436800

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Item No.	Description	Qty	Unit	Unit Price	Extended Amount
3.2	Remove and replace corner siding metal flashings (same width as existing)	120	LF	$ 40	$ 4800
3.3	Remove and replace 1 topmost Z and 2 bottommost Z girts	1,080	LF	$ 30	$ 32400
3.4	Remove and replace metal downspout	300	LF	$ 30	$ 9000
3.5	Remove and replace corner flashing	120	LF	$ 30	$ 3600
3.6	Supply and install new base angle and base trim	480	LF	$ 30	$ 14400
4.0	**Exterior Metal Stair**				
4.1	Demolish existing exterior stair including overhead roofing	1	LF	$ 10000	$ 10000
4.2	Install new exterior stair, with compliant railing at new location, complete with roof cover, and supports	1	LF	$ 30000	$ 30000
4.3	Provide 3'Lx2'Wx4"H concrete landing	1	LF	$ 1500	$ 1500
4.4	Painting of new exterior metal stair	1	LF	$ 3000	$ 3000
5.0	**Metal Door/Roll-up Doors/Ventilation**				
5.1	Demolish existing metal door (for existing exterior stair)	1	EA	$ 5000	$ 5000
5.2	Supply and Install Exterior Hollow Metal Door, including hardware (for new Exterior Metal Stair)	1	EA	$ 2000	$ 2000
5.3	Remove and replace the existing 12' wide x 15' high motor-operated roll-up door, including guides, jamb frames, and canopy supports	1	LF	$ 20000	$ 20000
5.4	Remove and replace the existing 12' wide x 13' high motor-operated roll-up door, including guides, jamb frames, and canopy supports	2	EA	$ 20000	$ 40000
5.5	Supply and install Aluminum Louver (size to be determined by Professional Mechanical Engineer)	4	EA	$ 8000	$ 32000

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(3)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
5.6	Supply and install Electric Explosion Proof Shutter Mounted Exhaust Fan (3,600 CFM min - assumed)	4	EA	$ 2500	$ 10000
6.0	**Ground Floor and Mezzanine Office**				
6.1	Remove and replace acoustic ceiling tiles (24"x48" and 24"x24") including aluminum grid framing	2,970	SF	$ 8	$ 23760
6.2	Remove and replace existing 5/8" gypsum board wall with sound insulation, metal studs, top and bottom rails, and painting	8,736	SF	$ 12	$ 104832
6.3	Remove and replace 3'-0"x6'-8" single swing wooden door complete with jamb, hardware, and painting	12	EA	$ 2000	$ 24000
6.4	Remove and replace 6'-0"x6'-8" double swing wooden door complete with jamb, hardware, and painting	1	EA	$ 3500	$ 3500
6.5	Remove and replace 3'-8"x4'-0" glass window with wooden frame, painted.	10	EA	$ 1000	$ 10000
6.6	Remove and replace 3'-8"x12'-0" glass window with wooden frame, painted.	1	EA	$ 2400	$ 2400
6.7	Remove Mezzanine floor vinyl flooring and replace with 18"x18'x3/8" ceramic tiles	1,506	SF	$ 8	$ 12048
7.0	**Electrical and Mechanical Works**				
7.1	Remove 24"x48" recessed ceiling lighting fixtures per sheet E-1 and replace with 24"x48" recessed ceiling lighting fixture, energy efficient lamp and ballast per sheet E-4.	42	EA	$ 750	$ 31500
7.2	Remove 24"x24" recessed ceiling lighting fixtures per sheet E-1 and replace with 24"x24" recessed ceiling lighting fixture, energy efficient lamp and ballast per sheet E-4.	6	EA	$ 500	$ 3000

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(3)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
7.3	Install 2 series of 8'-0" long fluorescent lighting fixture, energy efficient lamp and ballast supported by hangers per sheet E-4.	10	EA	$ 500	$ 5000
7.4	Remove series of 8'-0" long fluorescent lighting fixtures per sheet E-1 and replace with energy efficient lamp and ballast per sheet E-4.	85	EA	$ 500	$ 42500
7.5	Remove and replace exterior LED lighting fixtures and conductors per sheet E-7.	3	EA	$ 1000	$ 3000
7.6	Remove and replace exterior LED flood lights and conductors per sheet E-7.	2	EA	$ 1000	$ 2000
7.7	Supply and install air conditioning units at the ground and mezzanine floor offices complete with electrical wirings, capacities to be determined by the Professional Mechanical Engineers	1	LS	$ 30000	$ 30000
8.0	**De-rusting and Coating of Structural Framing**				
8.1	De-rusting of existing structural frame and application of rust protection.	1	LS	$ 15000	$ 15000
Total Base Bid					$ 1,554,540
Write out total base bid amount in words below					
ONIE MILLION FIVE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED FORTY					

Doc. No. 38GL-26-3188.*

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(3)

ADDITIVE BID (OPTIONAL)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
1.0	**Temporary Warehouse Housing**				
1.1	Provide a warehouse for the temporary relocation of the current personnel and inventory in the existing warehouse the meets the following minimum requirements: a. Warehouse interior area = 6000 sf. b. Airconditioned office space inside the warehouse for 5 personnel complete with telephone and internet access, lighting, outlets for electrical devices, lockable office doors (tables and chairs by GWA). c. Bathroom d. With at least 2 roll-up doors with minimum width of 15'. e. Enough space for off-loading 40-ft. containers. f. Adequate interior lighting for daily and standby operations g. Fencing around the warehouse with lockable gates. h. Adequate exterior lighting.	1	LS	$ 200,000	$ 200,000
2.0	**Warehouse Extension**				
2.1	Construct a warehouse extension (20'x80') at eastern side of existing warehouse complete and operational including but not limited to civil works including water and sewer service connections, structural, mechanical including sprinkler system and air-conditioning system, plumbing, electrical, CCTV and telecommunication per drawing layout on Sheet C-12.	1	LS	$ 240 000	$ 240 000
	Total Additive Bid				$ 440,000
	Write out total additive bid amount in words below				
	FOUR HUNDRED FORTY THOUSAND				

Doc. No. 38GL-26-3188.*

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(3)

Total Base Bid plus Additive Bid	$1,994,540

Write out total bid amount in words below

ONE MILLION NINE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED FORTY

This Contract will be awarded to the lowest responsive and responsible bidder based on the total Base Bid Schedule. Determination of the lowest responsive and responsible bidder will be in accordance with the provisions of the Bid Documents.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of 15% OF TOTAL BID AMOUNT

B. List of Proposed Major Suppliers; BENSON, TSANG BROTHERS, HAWAIIAN ROCK & DATELINE

C. Required Bidder Qualification Statement with Supporting Data. ATTACHED

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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EXHIBIT B EXHIBIT C

October 8, 2026

Calvin Yam
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam

SUBJECT: GWA Upper Tumon Warehouse Renovation – Proposed Change Order No. 1 (PCO1)

Hafa Adai Mr. Yam,

HDR has reviewed the attached PCO1 submitted by Canton Construction Corporation (CCC) for the additional purchase and replacement of all girts and purlins.

The awarded bid included Item 2.5 and 2.6 for the removal, replacement and installation of additional roof purlins with a quantity of 360 linear feet and 720 linear feet, respectively, and Item 3.3 for 1,080 linear feet of removal and replacement of the topmost and 2 bottommost Z girts.

PCO No. 1 requests full replacement of all existing purlins and girts within the warehouse. The facility contains approximately 3,960 LF of roof purlins and 3,630 LF of Z-girts. The proposed quantities reflect the total existing quantities less those already included in the awarded contract. Refer to the attached PCO breakdown and summary for additional details.

Based on our review, we determined that the requested change is recommended to reduce potential future maintenance and performance issues with retained existing members.

We recommend the approval of PCO1 to allow for complete replacement of all existing girts and purlins at the warehouse for a total amount of $271,500.

Sincerely,
HDR Engineering, Inc.

Renato O. Martinez, AIA
Project Construction Manager

Enclosures: PCO1, PCO1 Breakdown

CC: Nick Manlley

hdrinc.com

134 West Soledad Avenue, Suite 404, Hagåtña, GU 96910-5079
(671) 989-5558

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PCO-1 – REPLACEMENT OF EXISTING GIRTS AND PURLINS

Project: GWA Upper Tumon Warehouse
PCO No.: PCO-1
Change Order: Removal and Replacement of Existing Girts and Purlins
Contractor: Canton Construction
Date: 9/5/2026

1. PURPOSE OF CHANGE ORDER

This Change Order Request (PCO-1) is submitted to proceed with the complete removal and replacement of the existing girts and purlins throughout the existing warehouse.

Due to the existing condition and deterioration of the warehouse's structural secondary framing members, this change order proposes the removal of all existing girts and purlins and replacement with new girts and purlins. The work is intended to provide new, structurally sound secondary framing to support the existing and/or proposed building envelope and roofing system.

2. SCOPE OF WORK

The proposed work under PCO-1 shall include, but is not limited to, the following:

1. **Removal of Existing Girts and Purlins**
    - Remove all existing girts and purlins from the warehouse structure.
    - Perform removal in a controlled manner to minimize impact to the existing primary structural framing and other building components.
    - Remove and dispose of demolished framing materials in accordance with applicable project requirements.
2. **Procurement of New Girts and Purlins**
    - Furnish and procure all new girts and purlins required to replace the existing secondary framing.
    - Procurement shall include the purchase, fabrication, packaging, and shipping of the additional materials required for the complete replacement.
3. **Rust-Inhibitor Treatment**
    - Prior to installation, all new girts and purlins shall receive a rust-inhibiting coating/primer.
    - The rust inhibitor shall be applied to the new framing members prior to installation to provide additional protection against corrosion.
4. **Installation of New Girts and Purlins**
    - Install new girts and purlins throughout the warehouse in accordance with the approved drawings, details, and/or structural requirements.

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- Installation will include field welding and drilling of required holes for connections and attachment of the new framing members.
- Provide all necessary welding, drilling, cutting, fitting, alignment, and connection work required for a complete installation.
- Coordinate installation with existing primary structural framing and other existing building components.

5. **Completion and Cleanup**
    - Complete all necessary touch-up work associated with the installation.
    - Remove construction debris generated by the work.
    - Leave the work area clean and ready for subsequent construction activities.

3. TIME EXTENSION

A total **six (6) month extension of contract time** is requested to accommodate the additional work associated with the complete replacement of the warehouse girts and purlins.

The requested time extension is broken down as follows:

Activity	**Time Extension**
Procurement, fabrication, purchase, and shipping of additional girts and purlins	**2 Months**
Removal and replacement of all existing girts and purlins	**4 Months**
Total Requested Time Extension	**6 Months**

A. Material Procurement – 2 Months

Two (2) months are requested for the procurement period. This period is necessary to purchase, fabricate, prepare, and ship the additional girts and purlins required for the complete replacement of the existing framing.

The procurement period accounts for material availability, fabrication, preparation, and transportation/shipping to the project site.

B. Construction – 4 Months

Four (4) months are requested to perform the removal and replacement of all existing girts and purlins throughout the warehouse.

The construction duration accounts for the extensive nature of the work, including removal of existing framing, preparation and rust-inhibitor treatment of new framing members, field welding, drilling, fitting, alignment, installation, and associated cleanup.

4. CHANGE ORDER COST

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

The total cost associated with PCO-1 shall include all labor, materials, equipment, supervision, transportation, shipping, demolition, disposal, welding, drilling, rust-inhibitor coating, installation, and other costs necessary to complete the work described herein.

Total Change Order Amount: **$271,500.00**

5. REQUEST FOR APPROVAL

Canton Construction respectfully requests approval of **PCO-1 – Replacement of Existing Girts and Purlins**, including the associated **six (6) month extension of contract time**.

This change is necessary to address the condition of the existing warehouse secondary framing and to provide new girts and purlins throughout the warehouse. Upon approval, Canton Construction will proceed with procurement and scheduling of the required materials and construction activities.

The requested six (6) month extension shall be added to the current contract completion date, with the revised completion date to be established upon approval of this Change Order.

We appreciate your prompt review and approval of this request.

Submitted By:
Canton Construction

Name: Chris Wang
Title: Project Manager
Signature: _____
Date: 9/5/2026

APPROVAL

OWNER / AUTHORIZED REPRESENTATIVE

☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED

Name: _____
Title: _____
Signature: _____
Date: _____

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GWA Upper Tumon Warehouse Renovation Project
GWA Project No.l IFB-01-ENG-2025
Quantity Take Off: Roof Purlins and Wall Girts

QTY Take Off - Roof Purlin

			Qty	L (LF)	L (LF)	
1	North Bay		11	180	1,980.00	
2	South Bay		11	180	1,980.00	
3		**Total QTY in Building**			**3,960.00**	
4	Item 2.5		2	180	360.00	
5	Item 2.6		4	180	720.00	
6		**Total QTY included in Base Bid**			**1,080.00**	
7		**Total QTY Additional (3 less 6)**			**2,880.00**	
8		Unit Price per Base Bid (per LF)			$ 50.00	
9		**Total Cost Additional (7 x 8)**			**$ 144,000.00**	

QTY Take Off - Z-Girts at Walls

			Qty	L (LF)	L (LF)	
10	North Wall		7	180	1,260.00	
11	South Wall		7	180	1,260.00	
12		less	3	10	30.00	per door
13				2	60.00	# of doors
14		Total QTY in Long Side (11 - 13)			2,460.00	
15	East Wall		7	80	560.00	
16		plus	1	40	40.00	topmost/center
17		less	3	10	30.00	per door
18		Total QTY in East Wall			570.00	
19	West Wall		7	80	560.00	
20		plus	1	40	40.00	topmost/center
21		Total QTY in West Wall			600.00	
22		Total QTY Short Side (18 + 21)			1,170.00	
23		**Total QTY in Building (14+22)**			**3,630.00**	
24	Item 3.3				1,080.00	
25		**Total QTY included in Base Bid**			**1,080.00**	
26		**Total QTY in Base Bid (23 less 25)**			**2,550.00**	
27		Unit Price per Base Bid (per LF)			$ 50.00	
28		**Total Cost Additional (26x27)**			**$ 127,500.00**	

SUMMARY

29	**Roof Purlins Additional**	**$ 144,000.00**
30	**Wall Z-Girts Additional**	**$ 127,500.00**
31	**TOTAL ADDITIONAL PURLINS, GIRTS**	**$ 271,500.00**

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LEASE EXTENSION

Project: GWA Upper Tumon Warehouse Project

Date: October 14, 2026
Project Location: Upper Tumon, Guam

Subject: Change Order for Lease Extension

This Change Order is issued to extend the existing lease agreement associated with the GWA Upper Tumon Warehouse Project.

The lease period shall be extended commencing **December 15, 2026, through December 31, 2027**, to accommodate the continued lease requirements of the project.

The terms of this Change Order are as follows:

1. **Lease Extension Period:** December 15, 2026, through December 31, 2027.
2. **Scope of Change:** Extension of the existing lease period for the GWA Upper Tumon Warehouse Project.
3. **Change Order Amount:** $294,204.74.

Lease Extension Breakdown

Item No.	Cost	Unit	Total
Monthly Base Rent	$ 16,666.67	month	$ 200,000.00
Utilities (Water and Electricity)	$ 1,500.00	month	$ 18,000.00
		Total	$ 218,000.00
	Field OH	$ 15,260.00	$ 233,260.00
	Hoem Office	$ 13,995.60	$ 247,255.60
	Profit	$ 24,725.56	$ 271,981.16
	Bond	$ 5,439.62	$ 277,420.78
	Insurance	$ 2,774.21	$ 280,194.99
	GRT	$ 14,009.75	$ 294,204.74
		Final Total	$ 294,204.74

1.

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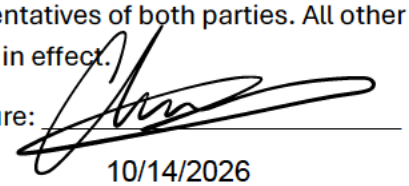
4. **Other Terms and Conditions:** All existing terms and conditions of the original lease agreement shall remain unchanged and in full force and effect, except as specifically modified by this Change Order.

This Change Order shall become effective upon execution by the authorized representatives of both parties. All other provisions of the original lease agreement shall remain in effect.

Signature: 

Date: 10/14/2026

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GUAM WATERWORKS AUTHORITY

Engineering Monthly Report
October 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 September 2026.

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A. CIP Encumbrances

Engineering Encumbrances by Work Type

Month	Design	PM/CM	Construction	Month Total
October 2025	$ 11,497,424.20	$ -	$ 155,906.32	**$ 11,653,330.52**
November 2025	$ 190,475.00	$ 3,570,170.82	$ 386,550.55	**$ 4,147,196.37**
December 2025	$ 741,906.00	$ -	$ 1,941,170.58	**$ 2,683,076.58**
January 2026	$ 1,998,119.00	$ -	$ 6,069,206.17	**$ 8,067,325.17**
February 2026	$ -	$ -	$ 7,135,386.74	**$ 7,135,386.74**
March 2026	$ 1,383,699.00	$ 896,132.68	$ 20,886,192.40	**$ 23,166,024.08**
April 2026	$ 2,467,374.00	$ -	$ -	**$ 2,467,374.00**
May 2026	$ -	$ 1,182,818.94	$ 23,509,887.31	**$ 24,692,706.25**
June 2026	$ 1,062,494.00	$ -	$ 1,297,499.48	**$ 2,359,993.48**
July 2026	$ -	$ -	$ 995,852.37	**$ 995,852.37**
August 2026	$ -	$ -	$ 267,283.00	**$ 267,283.00**
September 2026	$ -	$ 733,888.71	$ 389,434.48	**$ 1,123,323.19**
Total	**$ 19,341,491.20**	**$ 6,383,011.15**	**$ 63,034,369.40**	**$ 88,758,871.75**

Engineering Encumbrances by Funding Type

Month	Bond	Grant	Other	Month Total
October 2025	$ 640,338.52	$ 11,012,992.00	$ -	**$ 11,653,330.52**
November 2025	$ 4,147,196.37	$ -	$ -	**$ 4,147,196.37**
December 2025	$ 2,664,726.00	$ 18,350.58	$ -	**$ 2,683,076.58**
January 2026	$ 7,617,413.32	$ 449,911.85	$ -	**$ 8,067,325.17**
February 2026	$ 6,193,507.92	$ 941,878.82	$ -	**$ 7,135,386.74**
March 2026	$ 1,785,514.36	$ 21,380,509.72	$ -	**$ 23,166,024.08**
April 2026	$ 971,338.00	$ 1,496,036.00	$ -	**$ 2,467,374.00**
May 2026	$ 2,964,417.33	$ 21,663,288.92	$ 65,000.00	**$ 24,692,706.25**
June 2026	-$ 1,142,420.28	$ 3,502,413.76	$ -	**$ 2,359,993.48**
July 2026	$ 592,884.37	$ 402,968.00	$ -	**$ 995,852.37**
August 2026	$ 267,283.00	$ -	$ -	**$ 267,283.00**
September 2026	$ 1,086,571.77	$ 36,751.42	$ -	**$ 1,123,323.19**
Total	**$ 27,788,770.68**	**$ 60,905,101.07**	**$ 65,000.00**	**$ 88,758,871.75**

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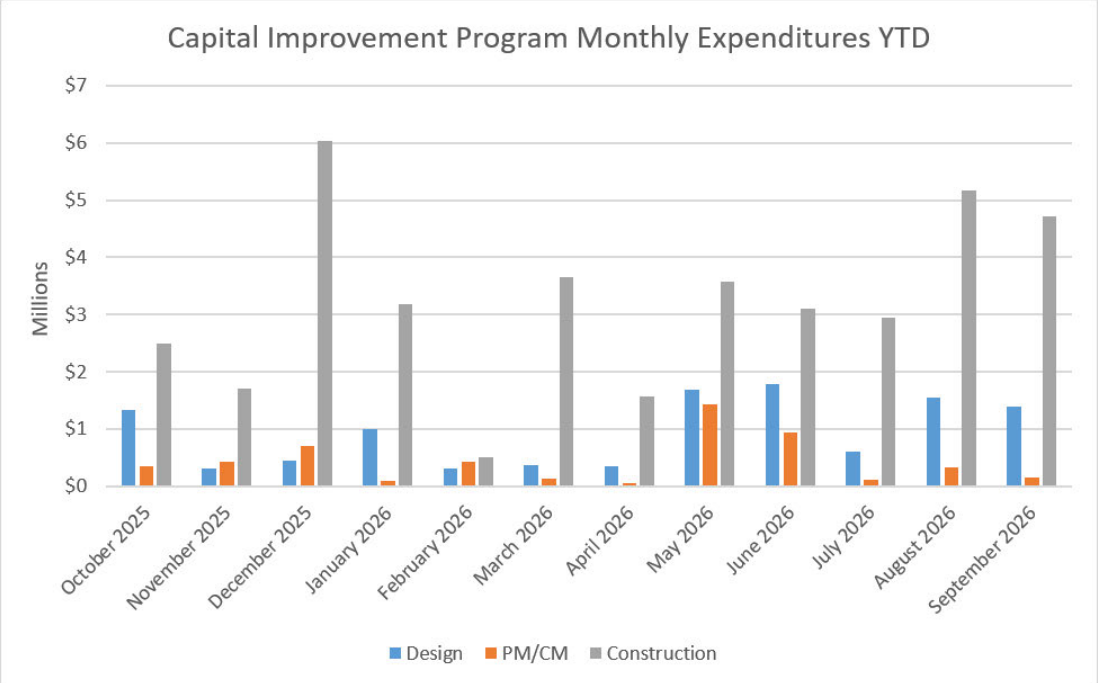
B. CIP Expenditures

Capital Improvement Project Monthly Expenditures

Month	Design	PM/CM	Construction	Month Total
October 2025	$ 1,324,708.79	$ 347,195.62	$ 2,486,673.50	**$ 4,158,577.91**
November 2025	$ 301,766.79	$ 432,834.53	$ 1,714,349.84	**$ 2,448,951.16**
December 2025	$ 447,559.84	$ 706,571.12	$ 6,032,850.41	**$ 7,186,981.37**
January 2026	$ 1,005,552.30	$ 97,070.83	$ 3,176,440.56	**$ 4,279,063.69**
February 2026	$ 300,652.48	$ 436,487.02	$ 500,353.16	**$ 1,237,492.66**
March 2026	$ 361,151.17	$ 128,749.91	$ 3,652,307.98	**$ 4,142,209.06**
April 2026	$ 343,866.33	$ 53,068.46	$ 1,566,562.61	**$ 1,963,497.40**
May 2026	$ 1,691,249.91	$ 1,423,797.52	$ 3,567,840.70	**$ 6,682,888.13**
June 2026	$ 1,783,123.06	$ 932,142.57	$ 3,100,440.30	**$ 5,815,705.93**
July 2026	$ 607,193.69	$ 115,087.89	$ 2,944,592.27	**$ 3,666,873.85**
August 2026	$ 1,552,457.97	$ 322,396.05	$ 5,161,618.50	**$ 7,036,472.52**
September 2026	$ 1,401,253.75	$ 152,647.51	$ 4,724,427.18	**$ 6,278,328.44**
Total	**$ 11,120,536.08**	**$ 5,148,049.03**	**$ 38,628,457.01**	**$ 54,897,042.12**



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C. Water Capital Improvement Projects (CIP)

I. Court Order Projects Summary

1) There have been 12 new concrete reservoirs constructed and 15 steel reservoirs repaired to date.

Concrete Reservoirs	Steel Reservoirs
Barrigada No. 1, Barrigada No. 2	Santa Ana No. 2
Chaot No. 1, Chaot No. 2	Mangilao No. 1, Mangilao No. 2
Agana Heights No. 1	Astumbo No. 1
Tumon No. 1	Yigo No. 3
Barrigada Heights No. 1	Agat-Umatac
Yigo No. 1, Yigo 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
	Sinifa No. 1
	Santa Rosa No. 1
	Umatac Subdivision

2) There is one (1) steel reservoir remaining to be rehabilitated by December 2026. The Malojloj tank repair is ongoing, and is expected to be completed by December.

3) There are three (3) new concrete reservoirs (Tamuning No. 2, Manenggon No. 2, and Ugum No. 2) that need to be constructed by December 2026. Construction is ongoing at all three sites, and all are expected to be completed before December 2026. All three tank structures are complete; the contractors are conducting leak testing and disinfection at the Tamuning and Manenggon sites, and installation of the in tank appertanances at the Ugum tank.

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.

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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-02-ENG-2019	**Pressure Zone Realignment Phase 2**	4/21/2025	6/2027	construction in progress
IFB-06-ENG-2023	**Ugum Reservoir No.2**	2/3/2024	12/2026	construction in progress
IFB-06-ENG-2019	**Tank Repair/Bypass**			
	Malojloj	1/2026	12/2026	NTP issued in January
	Umatac Subdivision	9/2024	5/2026	Repair work ongoing
IFB-05-ENG-2023	**Ugum Water Treatment Plant Rehabilitation**	2/5/2024	8/2026	Negotiating river cleanup
IFB-01-ENG-2019	**Santa Rosa Steel Tank Repair**	5/1/2024	4/2026	Project closeout
IFB-04-ENG-2024	**Deep Wells D-17, Y-15, M-4 GAC Systems**	10/1/2025	11/20/2026	Project ongoing
IFB-01-ENG-2023	**Tamuning Manenggon**	1/22/2025	12/2026	Project ongoing
IFB-01-ENG-2024	**Deep Well A-23 & A-25 GAC Filter**	4/23/2025	11/2026	project ongoing

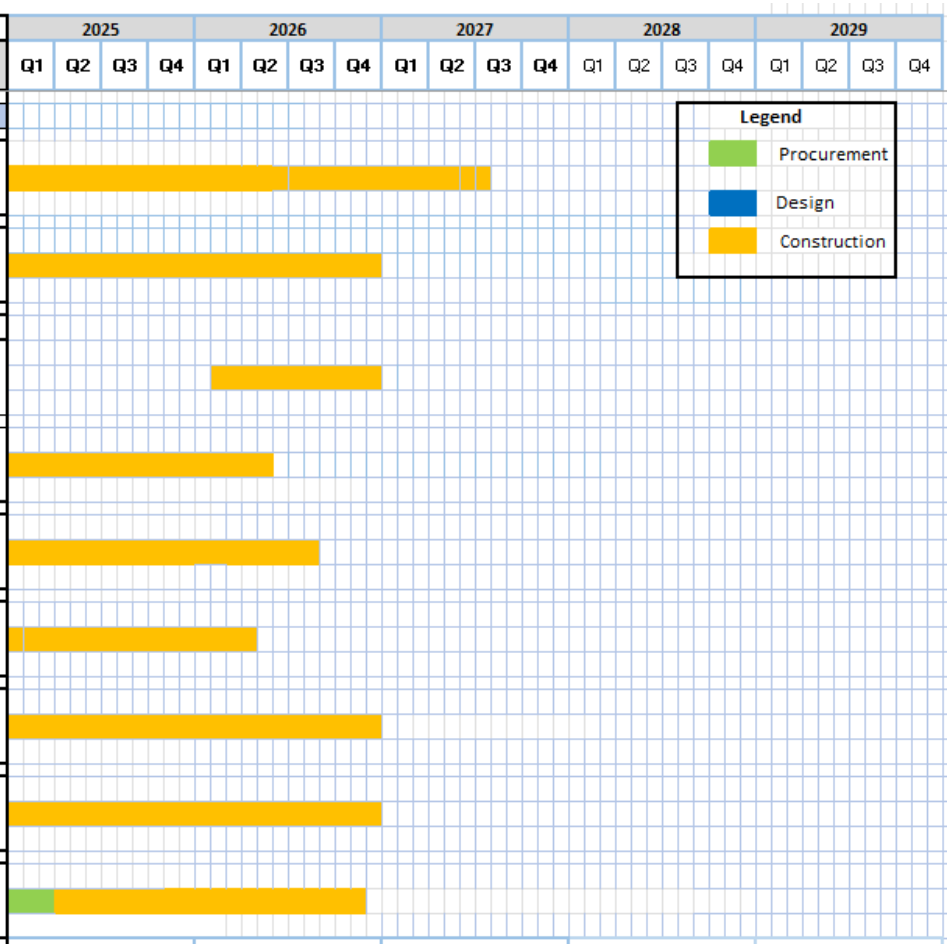

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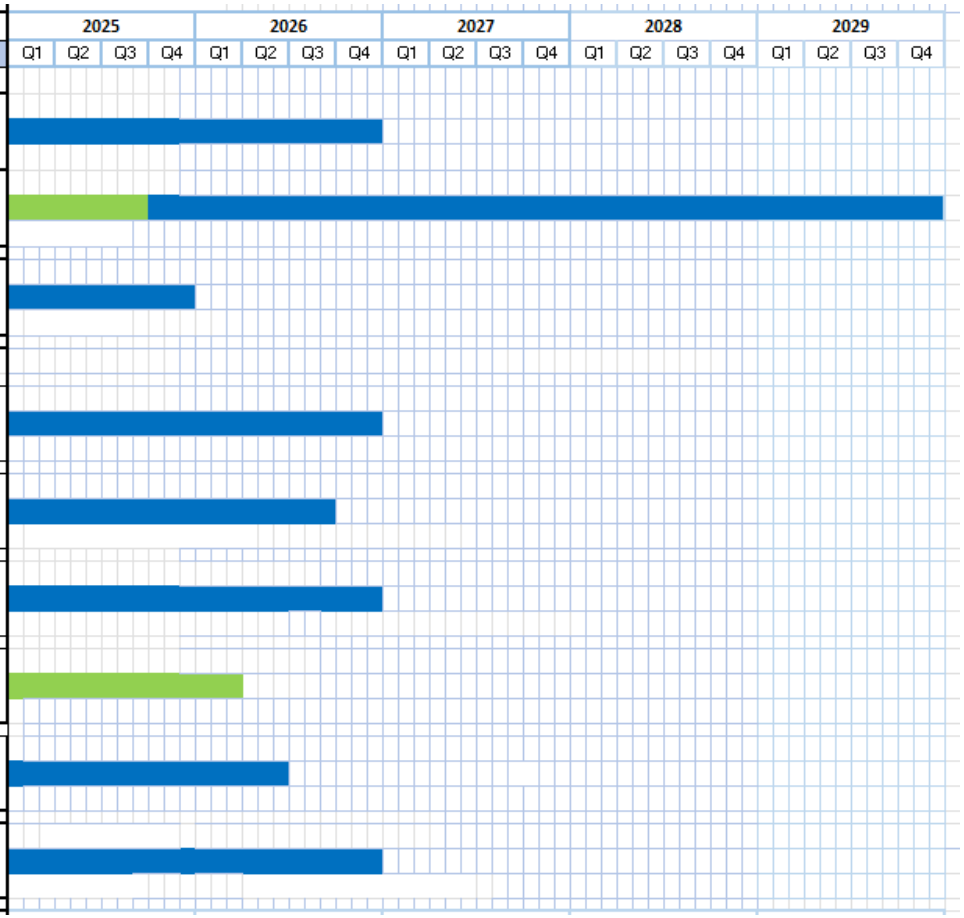
Table III. Project Status of Water CIP that currently in Design

Water CIP Design				
RFP-11-ENG-2015	**Asan Springs Rehabilitation**	8/23/2016	12/2026	design ongoing
RFP-04-ENG-2024	**Deep Wells: Emerging Contaminants Water Treatment**	6/1/2025	12/31/2029	design ongoing
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**	2/10/2025	12/2026	60% design for Talofofo in progress
RFP-04-ENG-2022	**ACP Pipe Replacement**	7/1/2024	8/2026	Project ongoing
RFP-07-ENG-2022	**District Meter Areas (DMA)**	8/1/2024	12/2026	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	5/2026	90% design
RFP-06-ENG-2023	**Santa Rita Springs Design RFP**	6/2025	12/2026	Design work ongoing



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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 are completed for the above mentioned a), b), and d) projects and design are currently ongoing and entering the 60% design phase. Route 1 Dededo assessments are finishing up.

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 Project NTP was issued on April 6, 2026, and preconstruction meeting was held on May 5, 2026, and submittals, material ordering, and permitting are currently ongoing. Construction activities at site scheduled to start in October.

   Mamajanao and Ypao Pump Station Project bid opening conducted on July 16, 2026. Only one bid (A&R Pacific) submitted. Funding approved for bid by CCU in August CCU meeting. Currently going through contracting process.

3) Gravity Main Condition Assessment Report was due to USEPA on February 9th, 2026. Report compiles the total CCTV NASSCO assessment reports and recommended repairs, rehabilitations, or replacements where necessary for our gravity main sewer lines. Due to issues with completing CCTV, operations worked through the remaining sewer segments and completed remaining known lines by Julu 2026. Resubmit updated Gravity Main Condition Assessment Report on August 9, 2026. The Gravity Main Work Plan was also submitted on August 9, 2026, to indicate how GWA will address issues found and reported in the Assessment Report. Currently waiting on comments from USEPA on both reports.

4) Engineering continues to work with Operations to complete assessment of the gravity lines as they are available 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 continue to work through acute defect repairs they can do in-house, while we are using

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our Task Orders to assess and address acute defects that require third-party contractors.

5) 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 for the remaining 20 Tier 1 pump stations were all completed. The first set of 5 Pump Station Condition Assessment Reports were submitted to USEPA in April 2026, and a second set of 5 reports was submitted at the end of May 2026. The remaining Tier 1 pump station assessment reports were submitted to USEPA at the end of August 2026 as per the Sewage Pump Stations Preliminary Work Plan resubmitted on January 12, 2026. Currently waiting on comments from USEPA on the Assessment Reports submitted in August.

6) 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.

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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	Project ongoing
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	100% complete; consultation in progress
	Phase II Lagoon Drive	4/26/2021	6/30/2027	60% design
RFP-03-ENG-2020	Fujita SPS Redundant Force Main	10/5/2022	10/2026	30% design
RFP-02-ENG-2020	Hagatna Main SPS Redundant Force Main	4/7/2021	12/2026	100% design pump station completed 100% draft Force Main under review
RFP-08-ENG-2021	Hagatna Wastewater Treatment Plant Causeway and Facility Structure Analysis	4/2/2021	7/30/2026	Design ongoing
RFP-05-ENG-2023	Fats, Oils, Grease Receiver Station Design	7/1/2024	7/2026	60% Design ongoing
RFP-09-ENG-2022	Gil Breeze Subdivision Water and Sewer	11/1/2024	7/2026	15% design
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 Sewer Transmission Systems	7/269/2025	8/1/2028	Pump station assessment in progress
RFP-06-ENG-2024	Southern Sewer Transmission Systems	8/25/2025	9/1/2028	Pump station assessment in progress
Other CIP Design				
RFP-07-ENG-2023	Rojas Harmon Stormwater Drainage	5/27/2024	5/2026	60% design

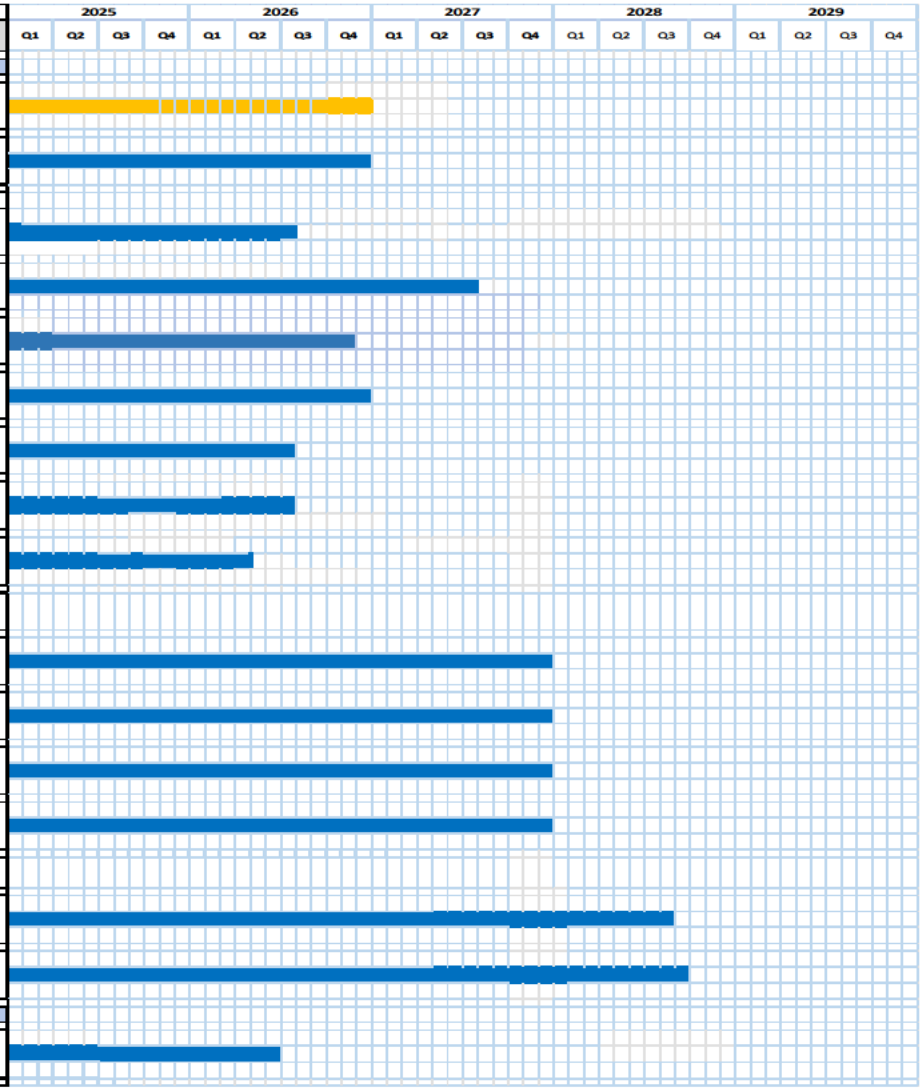

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Table V. Wastewater CIP that are currently in Construction are shown below.

Project No.	Project Name	Start	Expected	Milestone
Wastewater CIP Construction				
IFB-03-ENG-2024	**Adacao Water & Sewer Infrastructure**	12/30/2024	12/30/2026	GLUC approved pending Governor's approval
IFB-01-ENG-2021	**Yigo SPS Flood Mitigation and Facility Rehabilitation**	4/26/2021	3/30/2026	Closeout in progress
IFB-04-ENG-2025	**Hagatna Main SPS Redundant -Pump Station**	1/20/206	12/31/2026	AG's office review contract

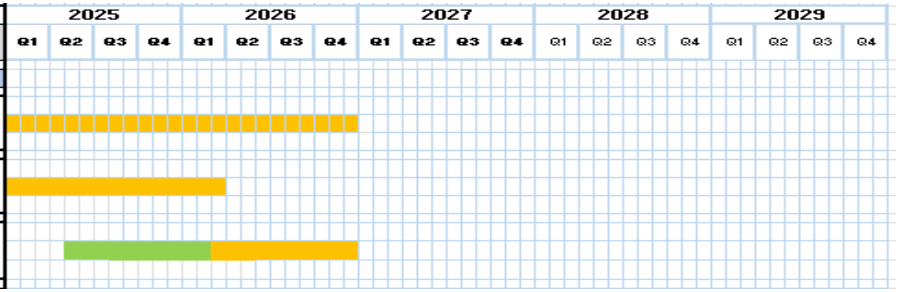
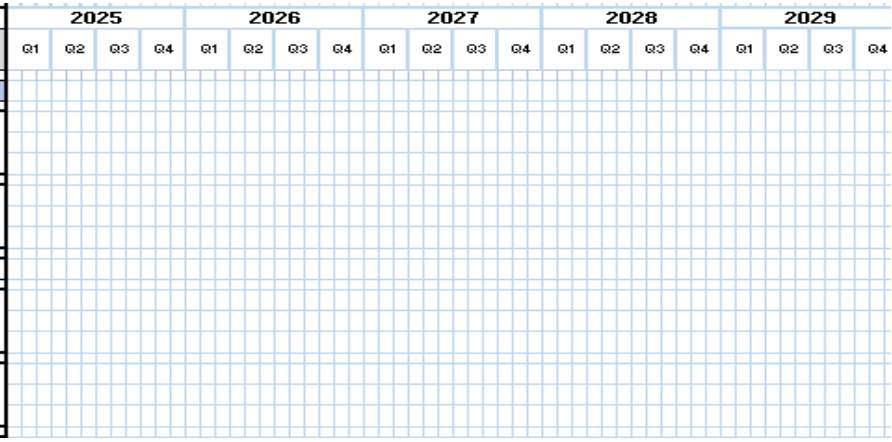


Table VI. Electrical and Capital Improvement Projects that are currently in design are shown below.

Project No.	Project Name	Start	Expected	Milestone
Electrical-Capital CIP Design-Build				
Planning for Procurement	**Design-Build of Pago Bay 12-inch Waterline Replacement**	1/2026		In-house design ongoing
Planning for Procurement	**Design-Build of Upper Tumon Campus Improvements - Phase 1**	1/2026		Planning
	SCADA Improvements			
Planning for Procurement	**SCADA & Electrical Controls for Ugum Water Treatment Plant**	1/2026		Planning
Planning for Procurement	**SCADA & Electrical Controls for Hagatna Wastewater Treatment**	1/2026		Planning



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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 June. The table is updated in this Monthly Engineering Report for September **2026**.

COMPLETED PERMITS

	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Year to date total
Building Permit	7	18	20	16	19	9	1	11	11				112
Occupancy Permit	0	2	0	1	6	3	0	4	5				21
New Meter Installation	23	19	32	15	17	8	14	31	8				167
Sewer Application	0	0	0	0	0	0	0	0	0				0
Sewer Inspection	0	0	0	0	1	0	0	1	0				2
Private Utility Acceptance	0	0	1	0	0	0	0	0	0				1
Relocation of Water Meter	1	1	0	1	1	0	3	2	0				9
Tapping-Water	0	0	1	1	0	1	0	0	0				3
Tapping-Sewer	0	0	0	3	0	0	0	0	0				3
Highway Encroachment	0	2	2	2	0	4	0	6	5				21
Verification of Utilities	2	2	12	0	7	15	2	8	5				53
Fire Flow Test	1	1	3	0	1	3	0	1	2				12
Schedule Water Outage	0	0	0	0	0	0	0	0	0				0
GPA Utility Clearances	7	11	12	9	6	8	11	17	10				91
GTA Utility Clearances	1	5	3	0	4	1	1	3	2				20
Other Utility Clearances	6	17	20	17	14	11	24	32	9				150

AVERAGE PROCESSING TIME FOR COMPLETIONS (DAYS) FOR SEPTEMBER 2026

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 September 2026, we added up the total number of days to complete each of the 8 New Meter Installations (374 days in total), then divided the 374 total days by the 8 completed New Meter Installations to obtain an average processing time of 47 days. For September 2026, New Meter Installation processing time ranged from 4 to 245 days.

	2026											
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Building Permit	102	78	64	36	74	59	311	103	69			
Occupancy Permit	n/a	0	n/a	0	0	0	n/a	0	0			
New Meter Installation	70	26	49	53	8	39	97	88	47			
Sewer Application	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a			
Sewer Inspection	n/a	n/a	n/a	n/a	2	n/a	n/a	5	n/a			
Private Utility Acceptance	n/a	n/a	0	n/a	n/a	n/a	n/a	n/a	n/a			
Relocation of Water Meter	8	30	n/a	5	43	n/a	113	119	n/a			
Tapping-Water	n/a	n/a	320	20	n/a	14	n/a	n/a	n/a			
Tapping-Sewer	n/a	n/a	n/a	0	n/a	n/a	n/a	n/a	n/a			
Highway Encroachment	n/a	0	0	0	n/a	0	n/a	0	0			
Verification of Utilities	41	6	30	n/a	24	39	71	29	15			
Fire Flow Test	0	3	12	n/a	7	5	n/a	2	0			
Schedule Water Outage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a			
GPA Clearances	18	36	7	4	20	6	61	3	5			
GTA Clearances	69	23	7	n/a	13	0	9	2	3			
Other Utility Clearances	38	24	9	4	7	9	44	18	11			

Superscript comments are based on what occurred during the month of September. "n/a" means no work order completed for the month.

(No superscript comments for September)

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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 2026	5	5
FEBRUARY	2	2
MARCH	4	4
APRIL	0	0
MAY	0	0
JUNE	4	4
JULY	3	3
AUGUST	2	2
SEPTEMBER	4	4
OCTOBER		
NOVEMBER		
DECEMBER		

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H. Geographic Information System (GIS)

In September 2026 the GIS Section worked on a variety of projects and issues detailed below.

Water and Sewer System Updates

	Current Month			YTD		
	Count	Feet	Miles	Count	Feet	Miles
New sewer lines created	17	3799	00.72	167	38,569	7.3
Sewer lines edited	29	6787	1.3	521	194,163	36.64
New water lines created	0	0	0	10	10092	1.9
Water lines edited	0	0	0	37	27097	5.02

GIS QA / QC Plan

333	out of 702 Grids on Guam have infrastructure data
15	Grids have been reviewed
13	Are in progress:
305	Grids pending review

64	Corrections Identified
0	Corrections Completed
64	Corrections Pending

Maps to Be Drawn from Permits

To Be Drawn	Beginning Backlog	Maps Drawn	Ending Backlog
Old Permits maps	80	0	80
New Permits maps from 2024 & 2025	73	0	73
Survey Maps Phase 1	65	5	60
Survey Maps Phase 2	77	0	77
Total	295	5	290

Data reported by individuals to GIS.

Beginning Backlog	New	Completed	Ending Backlog
13	0	0	13

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Work Orders from Water Leak Repair

Beginning Backlog	New	Reviewed/Corrected	Ending Backlog
861	172	13	1033

Detailed work for the month of September.

Roque R.

Detail	Hours
1. Nic Lee's request for drone footage of tanks, tank construction and Ugum reservoir.	8.0
2. Field work and data collection for M05 L5316-3-R/W	8.0
3. GRP assistance with Trey Tereas for GPA GPR request to locate an electrical manhole covered under a cement slab	8.0
4. GIS and Map request for GHS\OCD. 5 Days.	40
5. GPR assistance with Will Esteves.	8.0
6. Field work and data collection for Grid #304.	8.0
7. Training and familiarizing myself on how to properly use and operate the new Trimble units from planning. 1 week.	40
8. Map request for Northern Guam Lens Aquifer & the Mt. Santa Rosa PZ.	10
9. Map request for Water Line Replacement Project Locations Island wide.	7.0
10. Other miscellaneous work-related actives.	25
11. Sick leave.	2.0
12. Annual leave.	4.0
13. Holiday	8.0

Rodney T.

Detail	Hours
1. Worked on AutoCAD 2026 License Management Tool. **Completed**	10.0

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2. Worked on the QA/QC GIS Grid System.	10
3. Worked on calculating and mapping Pacific Industrial Park, Tract 11407, formerly, and Lot 5315. **Completed**	13.5
4. Assisted Roque R. with his ArcGIS Pro questions. **Completed**	0.5
5. Met with Roque R. on GIS Projects. **Completed**	3.00
6. Worked on testing the old GPS TopCon for functionality. **Completed**	3.25
7. Met with Roque R. on his progress with the new Trimble GPS units. **Completed**	0.25
8. Worked on converting our ArcMap sewer data to ArcGIS Pro data. **Completed**	10.0
9. Conducted data collection of the Pacific Industrial Park off Route 3. M05 L5316-3-R/W **Completed**	8.0
10. Worked on calculating Lo5 21, Block 2, TR223. Ben Taitano property with a fire hydrant in the yard.	12.75
11. Met with Paul Franquez on various projects. **Completed**	0.5
12. Conducted field work on Grid # 304. **Completed**	8
13. Worked on creating an Easements layer. **Completed**	8
14. Updated the Sewer Geodatabase.	34.75
15. Created a "Private" ownership Geodatabase **Completed**	13
16. Installed AutoCAD 2026 and ArcMap 10.8.2 on Tom Cruz's workstation. **Completed**	1.75
17. Met with Brett R. on the GIS Monthly Report. **Completed**	0.5
18. GIS Monthly Report **Completed**	10.0

Miscellaneous

Details	**Hours**
Time Sheets	0.75
Checking and answering emails and checking calendars.	12.00
Sick Leave 3.75 , Annual Leave 3.75	7.5
Holiday	8.00

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I. Land Management

GWA Facility	Location	Gov. or Private Property	Land Acquisition Status
Tanks	Astumbo-L10164	Gov't. - CLTC	• 9/23/2026 GWA Legal Counsel submitted a follow-up inquiry to Attorney Miller regarding the land registration status of Lot 10164. • 9/23/2026 Attorney Miller responded that they do not have any active land registration matters. He indicated that he would contact the client to determine the appropriate direction and provide further guidance.
	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.
PFAS & Emergent Contaminant Project:	Chaot – T198 L70, Asan	Private	• 7/30/2026 GWA Letter of Interest for property acquisition sent out to property owner/real estate agent • 09/11/2026 I spoke with the agent, and she will provide written authorization via email for the appraisal report request for GWA. • 09/24/2026 Follow up call made. The agent indicated that she would contact me tomorrow to discuss and address inquiries from the property owner • 09/28/2026 Agent advised Marianas Ventures is in the process of getting its property appraised. As soon as this is completed, Marianas Ventures will list the property for sale and get back to GWA.
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

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			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 • Offer rejection letter from Anna Kao received 1/26/2026 • 03/17/2026 Received letter from Anna Kao requesting more time (couple months) to decide whether to sell properties • 04/21/2026 Received counter-offer letter from Anna Kao • 04/27/2026 GWA response letter to counter-offer request for additional time • 06/08/2026 GWA request for additional supporting documentation regarding the purchase of the property from the property owner. • 7/01/2026 Property owner submits to GWA documentation • 7/30/2026 GWA counteroffer with new offer to property owner • 08/14/2026 GWA Letter of acceptance of counter-counter offer acknowledged and received by property owner • 09/03/2026 The Land Purchase and Sale Agreement has been finalized, and escrow has been opened with the Title and Escrow Company.

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Gill Breeze Subdivision Water and Wastewater Infrastructure Project	T941 B1 L1, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM
	Lot 7048-6, Tract 238, Gayinero, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM
	L7093-1-R1, Yigo (waterline easement)	Private	• 09/14/2026 GWA offer letter for a 20-foot utility easement sent for review and approval to GM
	T94002 B4 L5, Yigo (Pump station)	Private	• Pending appraisal report from DCA
OTHER PROPERTY-RELATED MATTERS **PFAS & Emergent Contaminant project**			
	Kaiser Reservoir Site & Deep Wells; L10122-12-8 & L10122-12-19, Dededo	CLTC/Lessee: GICC-Power Solutions	• 03/03/2026 GWA request for expansion sent to CLTC • 09/21/2026 GWA request for expansion of existing footprint sent to Power Solutions
	Astumbo Reservoir; L10164-R13, Dededo	CLTC	• 09/14/2026 GWA request for utility easement submitted to CLTC
	M-08 Deep Well; L5402-R5NEW-14-13-R1, Mangilao (Adacao)	GWA	• 07/29/2026 GHD requested survey services from DCA for reversion to acreage for GWA's existing DW property • 09/16/2026 DCA has initiated the survey services.
	DW M-21; T1427 B3 L1, Tamuning	Airport	• 07/30/2026 GWA request for utility easement sent to Airport (executive director – Mr. Quinata) • 08/31/2026 Follow up sent to airport • 09/10/2026 Follow up call to Mr. Quinata, left message with airport secretary • 09/24/2026 Follow-up call made to the Airport. The secretary directed that the request be sent to **official@guamairport.net**
	DW A-15; L1021-1-1-2-1-R1, Barrigada	GPA	• Drafting GWA request for utility easement • Per the GM's direction, further research will be conducted on the adjacent properties surrounding the Barrigada Pump Station to evaluate the feasibility of acquiring a larger footprint for the proposed treatment facility location.

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	T216 L27-10, Agana Heights	Private	• Drafting a letter of inquiry on project details and information regarding alternative access options for ingress and egress through GWA property • 09/30/2026 GHD provided and instructed to mail out Letter of property access inquiry to property owners • 09/30/2026 GHD provided and instructed to mail out Letter of property access inquiry to property owners
	T216 L27-11, Agana Heights	Private	• Drafting Letter of Interest (LOI) for land acquisition or easement request for private property owner • 09/30/2026 LOI sent to GHD for project information review and confirmation
	DW's M-05 & M-15; L10054-3	Private Property & Utility Right of Way	• Drafting Letter of Interest for land acquisition request for private property owners
	DW A-19; T103 L7A, OCP	GWA	• GHD is currently coordinating project design
	DW D-27; T10316 B1 L12-4, Dededo	GWA	• GHD to request survey services for GWA property • 9/23/2026 GHD to request survey services from DCA for retracement map
	DW M-17A; L5382N-6, Barrigada	GWA	• GHD is currently coordinating project design
	DW A-14; L2289-2-2, Mangilao	GWA	• DCA re-surveying property per right of way issues
	DW's Y-01 & Y-02; L7019-3-W, Yigo	GWA	• Research confirmed GWA property • GHD to request survey services for GWA property
	DW D-22; T1021 B2 L1-1, Dededo	GWA	• GHD is currently coordinating project design
	DW Y-3; Y-7; Y-9; L7003-1-7, Yigo	GWA	• GHD is currently coordinating project design
	DW F-07; T240 B1 L3, Dededo	GWA	• GHD is currently coordinating project design
	DW A-18; L2395-6, Mangilao	GWA	• GHD is currently coordinating project design
	DW F-18; L10090-1-7, Dededo	GWA	• GHD is currently coordinating project design
	DW's D-17 & D-18; T170 (Part) L1, Dededo	GWA	• GHD is currently coordinating project design
	DW-A-21; L2322-1-2, Mangilao	GWA	• GHD is currently coordinating project design
	DW A-17; L2417-1-7, Mangilao	GWA	• GHD to draft letter of request for utility easement for narrow portion to the north of the well site
	DW M-14; M-12, M-18 T100 Dededo	GWA	• GHD is currently coordinating project design • 9/23/2026 GHD to request survey services from DCA for parceling map

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J. Planning Activities for September 2026

1. Planning research, developed and prepared for submission to the Fiscal Year 2026 Defense Community Infrastructure Program (DCIP) for the following projects:
    a. Brigade II Water Booster Pump Station Improvements-Construction $15.1 million
    b. Asan Springs Rehabilitation-Construction $15.9 million
    c. Santa Rita Springs Improvements-Construction $20 million

2. FEMA Preliminary Damage Assessments – Planning is responsible for the coordination, preparation and submission of Preliminary Damage Assessments for Typhoon Sinlaku
    a. Documentation and FEMA claims – Planning is Project Manager for putting gathering documentation to support FEMA claims and ensuring reimbursements.

3. 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

4. US Environmental Protection Agency – Planning submitted grant applications for FY2026 Base and Bi-partisan Infrastructure Law (BIL) grants, $34 million.

5. GHURA Community Development Block Grant Disaster Recovery-Community Infrastructure and Public Facilities Program. Planning led the research and development of a water and wastewater infrastructure proposal for the Gill Breeze and Gill Baza Subdivision, in Yigo. Planning coordinated with GWA stakeholders, defined the proposed improvements and project benefits, compiled supporting information and successfully submitted the grant application to GHURA. Project cost $58.6 million.

6. At the 2026 AWWA-HIWPS Water and Wastewater Conference, Vince Laguana served as a key presenter, highlighting GWA's efforts to strengthen the management of fats, oils, and grease (FOG). His presentation introduced proposed amendments to improve permit requirements for food service establishments and FOG haulers. The proposed changes are intended to establish clearer requirements for FOG handling, transportation, disposal, and compliance, while helping reduce FOG-related impacts on the wastewater collection system. The presentation also provided an opportunity to engage industry stakeholders and promote greater awareness of proper FOG management practices.

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. 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.

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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 at 100% design completed and construction in permitting phase.

EXHIBIT NO.	PROJECT TITLE	STATUS
B-3	Gill Breeze Subdivision Water and Sewer Design Services	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 1 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**

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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 – Phase 2
B-11	Asan Springs Rehabilitation	Redesign in Progress to include GAC system and GWUDI study, 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	Design in Progress
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	**Construction** In Progress
B-49		**Construction**

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	Dieldrin GAC Construction (Y-15, M-4, D-17)	In Progress
B-51	Emerging Contaminants/PFAS	Design in Progress

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-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	FM Design, In Progress
		PS Construction, 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

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B-54	Gravity Main Acute Defects Repair	Design complete, Procurement In Progress
B-55	Indefinite Delivery-Indefinite Quantity (IDIQ) Design and Professional Project Management/Construction Management (PM/CM) for Wastewater Collection and Treatment Systems	CM In Progress, 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

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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

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L. CIP Exhibits

B-1 ID/IQ – Professional Civil and Structural Design Services M19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
09/03/2026	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. Pending Specifications comments to be sent to A/E firm to finalize 100% design.
  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 BOD and 50% design phase. 50% design expected by October 16, however, design time will be shortened where reasonable. 100% design expected before end of year.
  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

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B-2 ID/IQ – Professional Project/Construction Management Services M19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
04/09/2026	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. Working on final invoice and closeout.
8. Master Plan Update (ongoing)
    i. Finalizing amendment and final invoice; closeout to follow.
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)
12. All scoped work for medical campus complete.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-3 Gill Breeze Subdivision Water and Sewer, RFP-09-ENG-2022 22401

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026		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	50%
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.
- ROE granted for offsite sewer pump station, DCA survey crew mobilized to the site. No response to ROE letters for onsite sewer pump station.
- Land owners for proposed waterline easement contacted. Initial responses from stakeholders were supportive of the project.
- 30% Design submitted on 3/31/2026
- Designer to begin mobilizing appraiser to prospective sites for land acquisition.
- 60% Design submitted on 8/6/2026
- Appraisals for lots for future utilities received.
- Preparing offer letters for appraised lots. Estimated date for distribution 10/12/2026.

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B-4 Adacao Water and Sewer Infrastructure Design Services, 22203 S22-004-ARP

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026		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	RFP-02-ENG-2024	12/11/2024		GHD
Construction	IFB-03-ENG-2024	12/6/2024		Infratech International, LLC.

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	15%
Construction	American Rescue Plan Act (ARPA) Grant/USEPA Grants	$28.549,631.29	7%

ACTIVITIES

- Building permit for sewer gravity reviewed by GEPA and ready for signature. NOI received on 4/7
- Building Permit for pump station works routed to agencies, Peals Board signed off, DPW, DLM's and GFD concurrently reviewing the plans.
- An upcoming change order for the base bid due to pump station permit application
- Pre- Construction meeting completed on 4/1
- Work Change Directive #1 was issued on 4/6, to obtain building permit for construction work included in Alternate Bid D & E and to submit for review all materials associated with the construction of Alternate Bids A, B, C, D & E.
- Contractor is requesting a letter from GWA with an indication that Work Change Directive associated cost is accepted by GWA. Waiting for the cost by April 13 from Infratech.
- Contractor to continue installing force main. Second crew to be mobilized for installation of water line by the end of August
- The DPWH permit of water line and pump station received.
- Installation of force main, GAC line, and distribution line continues. Infratech to begin night work to maximize expenditure of ARPA funds.
- Site preparation for supplied materials started, estimated delivery of serwer materials end of October.

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B-5 Well Abandonment

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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.
- Scope for well abandonment is being developed. Finalizing abandonment list with GWA operations and Engineering. Well abandonment scope will be incorporated into the A-series Wells 4th rebid package.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-6 Well Rehabilitation A-28, D-15, M-14, F-07

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-7 Central Guam Reservoirs W14-006-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	Garrett Yeoh	Garrett Yeoh Joseph Wu	Water

The work to be performed consists 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	82%
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	81%

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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. Contractor continuing filling of Tamuning Reservoir, to include hydrostatic testing after. Contractor working to identify leak in reservoir. Manenggon Reservoir has completed construction of the concrete reservoir. Electrical and instrumentation completed. Manenggon Reservoir scheduled to start filling in approximately two weeks,

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B-8 Design and CM Services for Waterline Replacement of Various Bridges — W22-08-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	Garrett Yeoh	Jessey Leon Guerrero	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	36%
Construction			

ACTIVITIES

Design:

- 08/31/26 PUC approved GWA Docket 26-08. Assessment and design of Phase II is in progress. Project is now ready for bid advertisement.
- 10/9/26 Package for Phase I in preparation to go to AG office for procurement phase I review. GHD is preparing SOW and fee for 2 additional sites (Piti and Pulantat) that may potentially be added into Phase II of design. Scope for Pulantat bridge/ waterline will be evaluated under a separate project.

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B-9 Pressure Zone Realignment W18-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/9/2026	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	1/18/2028	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**	19%

ACTIVITIES

Design:

- Phase 3 design at 30%. Several 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. Restarted Design meetings to continue progress on July 31, 2025.

Construction:

- Phase 2: Contract awarded 4/11/25, NTP issued 4/21/25. Construction is underway at Nimitz Hill, Army Drive, Larson Rd., Sinajana, Volcano, Mangilao Res, Talofofo, Hawaiian Rock, Pago Bay. Change Order No. 2 issued to add Phase 2B sites (not including fiber optic work).

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-11 Asan Springs Rehabilitation W11-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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	$1,454.169.00	51%

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.
- Pending Boring Permit from GEPA and DPW.
- Site visit to observe new established monuments for the NPS ROW - Completed
- Pending revised O&M and equipment listing for NPS to be provided by HDR.
- GW/GWUDI Sampling and Testing Plan submitted to Guam EPA for review and approval.
- Pending geotechnical results from conducted boring tests for site development by ENGEO/HDR.
- Pending preliminary revision layout plan with the incorporation of the GAC filtration system for the Asan Springs facility.
- First report of the water sampling for the GWUDI study from June – July 2026.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-12 Groundwater Wells A-02, A-07, A-12, D-05, and F-03 Rehabilitation (Re-bid No. 4) W16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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 new standby generators, new chlorination buildings, new well equipment, and other site improvements.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design	RFP-02-ENG-2016	5/26/2016	06/31/2026	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. Currently estimating project will be rebid in Q1 of 2027.

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B-13 ID/IQ - Design and CM Asbestos Concrete Pipe for Waterline Replacement — W22-05-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/09/2026	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
Task Order 01	USEPA-SRF Grant	$1,479,697.00	50%
Task Order 02	USEPA-SRF Grant	$1,832,460.00	0%

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.
- IFB procurement Phase 1 review for 1-mile CTPS trial run submitted to OAG 3/4/26
- Designer submitted FINAL design plans/specs for 1-mile CTPS trial run for IFB.
- IFB advertisement for 1-mile CTPS trial construction published 5/1/26.
- IFB bid opening for 1-mile CTPS trial construction concluded on 7/31/26; Bid tabulation/evaluation ongoing for two(2) bid submissions.
- Designer fee/scope proposal for Task Order No.2 approved; task order agreement to be processed in OPC
- Drilling for geotech/soil borings analysis to finalize design of HDD under bridges scheduled for 8/5/26
- Archaeological monitoring plan for 8-mile Inarajan/Merizo approved by SHPO
- EPA withdraws concurrence request for determination of *May affect but is not likely to adversely affect* for 8-mile Inarajan/Merizo project with USFWS.
- Archaeological monitoring draft plan for Judge Sablan St/Mepa St submitted to SHPO.
- USFWS consultation ongoing for Judge Sablan St/Mepa St.
- Designer to submitted 90% design plans for Judge Sablan St. on 8/10/26.
- Designer to submitted 90% design plans for Mepa St on 8/10/26.
- Bid evaluation of lowest bidder for 1-mile CTPS trial construction ongoing.

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B-14 ID/IQ - Design and CM for Waterline Replacement and Upgrades — W22-04-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/09/2026	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 TO No. 1	USEPA-SRF Grant	$1,439,732.00	51%
Design TO No. 2	USEPA-SRF Grant	$1,383,699.00	13%

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 for Talofofo village. Survey completed for Talofofo.
- Designer submitted 30% plans and BOD for Talofofo 9/2/25.
- Review comments for Talofofo 30% plan submittal provided to designer.
- DCA submitted 60% design for Talofofo 4/3/26.
- Review concluded for Talofofo 60% design submittal.
- Santa Rita site to be re-evaluated.
- CCU Resolution approved to increase contract authorized funding for the Mataguac waterline replacement.
- Task Order No.2 for Mataguac was executed in March.
- Mataguac survey completed.
- DCA submitted 30% design/BOD for Mataguac on 8/14/26.
- DCA to submit 90% design in September.
- DCA to submit PS&E design estimate for well AG-01 water line relocation.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-15 ID/IQ - Design and CM Implementation of District Meter Areas W22-06-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/9/2026	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.
- Final Design plans provided to GWA. DCA working with GWA to procure valve pilots for Pale Ferdinand and Ladda PRVs to start collecting data.
- Beginning First Phase of Procurement for IFB.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-16 ID/IQ - Design and CM Undersized Waterline Replacement — W22-03-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/09/2026	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 B&C TO No. 1	B2025 MP-PW-Pipe-12	1,371,033.00	Contract Terminated
Design DCA TO No. 1	USEPA SRF Grant	1,018,224.00	0%

ACTIVITIES

Design:

- Notice of Termination of IDIQ contract sent to Brown and Caldwell on 7/3/25.
- Final payment to B&C paid out.
- Negotiations with DCA has commenced.
- DCA submitted scope/fee proposal for IDIQ and current Task Order No.1.
- Meeting held 9/5/25 with Operations and DCA to reconsider/re-prioritize TO#1 sites.
- DCA resubmitted scope/fee proposal for Task Order No.1 accordingly.
- CCU Resolution for contract/funding approved.
- IDIQ Contract Agreement was executed in March.
- Task Order No.1 agreement submitted for OPC processing in May; currently being routed for signature
- Surveying for TO#1 has commenced at Gotbu Drive

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-17 Santa Rita Springs Rehabilitation 12305

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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	41%
Construction Management			
Construction			

ACTIVITIES

Design:

- Contract fully signed and NTP issued on 10/02/25.
- First 3 water quality samples tested negative for Crypto and Giardia.
- BOD draft without cost estimate submitted (8/24/26) and discussed. HDR to revise BOD alternative designs for treatment at the Santa Rita reservoir based off of GWA comments. Cost estimates will be provided for revised alternatives. SOW and fee proposal from HDR to include RSSCT to choose suitable GAC media for GAC system.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

B-18 Brigade II Booster Pump Station W11-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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/ MP-PW_BPS-01.A	$436,338	60%
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. Meeting for design revision clarification held July 31, 2026.

Construction:

- Pending updated design.

CM:

- CM will be handled by DCA. Proposal of CM services previously totaled $1,063,015.25. DCA to submit updated pricing.

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B-19 New Well Construction (AG-10, AG-12, Y-08)

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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; pending revisions 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.

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B-20 Northern and Southern Guam Reservoirs W14-007-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	Garrett Yeoh	Garrett K.A. 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 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	95%
Construction (SR, SRI, SIN)	PW 09-03, PW 09-04, PW 09-11	$26,684,997.63	99%
Construction (Ugum No. 2)	PW 09-11, PW 11-02	$22,834,768.00	65%

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.

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- 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.
- January 2026 accomplishments include completion of concrete pouring of the outlet check valve vault, completion of concrete pouring of the control building, completed installation of foundation footing rebars.
- February 2026 accomplishments include completion of concrete pouring of half of tank foundation, continued installation of 14" and 16" waterline towards the new 2.0 MG tank, continued installation of chain link fence.
- March 2026 accomplishments include pouring of the remaining half of the tank slab foundation on 3/12/26. Completed painting of Control Building, started installation of wall formwork. continued installation of 14" and 16" waterline towards the new 2.0 MG tank, completed concreting of 3" meter vault near the existing booster pump station. Started excavation for communication handholes and sampling lines west of existing tank/treatment plant.
- April 2026 accomplishments include pouring of core wall no. 1 and no. 2. Pouring of core wall no. 3 is scheduled next month. There are 7 core walls total to be poured. Installation of 14-inch and 16-inch waterlines including connections to the new meter outlet vault was completed, remaining work is pressure testing of newly installed waterlines followed by backfilling. Excavation for communication handholes and sampling lines west of existing tank/treatment plant on-going.
- Wall 7 completed. Installation of waterlines, column setting, and roof shoring ongoing.
- For this month of July, concreting of tank wall and columns were completed. Installation of formworks and shoring for the tank roof, including laying of rebars in progress. Other activities include installation of ductbanks, and handholes.
- For the month of August, concreting of tank roof was completed. Installation of 12-inch water meter inside the filtration gallery was completed. Other activities include installation of ductbanks, and handholes.

Santa Rosa No. 1 and Sinifa No. 1 Construction:

- Santa Rosa Steel Tank online as of March 5, 2026. All physical work completed, pending project closeout. Cost negotiations for final change order for grounding work ongoing.
- Sinifa Steel Tank online as of December 19, 2025. All physical work completed, pending project closeout. Cost negotiations for final change order for grounding work ongoing.

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B-21 Tank Repair/Bypass W19-003-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
10/09/2026	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. Tank grounding – on going
- Umatac Subdivision: 08/29/25 Tank placed in service. Tank was taken offline for minor floor repairs around tank drain. Tank placed back into service on March 14, 2026. WCD for tank grounding – completed. Cost negotiations for final change order for grounding work ongoing.
- Pigua: 09/12/2025 in service. WCD for fencing completed. WCD for tank grounding – completed. Cost negotiations for final change order for grounding work ongoing.
- Malojloj: Contract signed on Jan. 2026. NTP issued. Contractor completed replacement of center column and roof knuckles. Contractor progressing with replacement of tank roof. Current schedule projecting completion by December 2026.

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B-48 A23/A25 GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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	$10,107,063.60	59%

ACTIVITIES

Design:

- Revisions to chlorination process and pumping system required further adjustment. Final comments provided by GWA. GHD revised the GAC system layout to accommodate space constraints on site. This has resulted in the removal of the multi-cartridge filtration system and ladders from the GAC vessels.

Construction:

- Work ongoing – GAC system foundation, electrical conduit installation, fencing etc.
- Long lead items: GAC vessels have been ordered—Arrived on-island first week of July 2026. Generator has been ordered- ETA November 2026.
- Change order 1 executed for $36,751.42. Change order no. 2 negotiated and in processing.
- WCD #6 for electrical revisions was issued 7/28/26 and we have not received a cost proposal from the contractor yet. The delay in this package proposal will cause further delay in ordering SCADA materials.
- Wellhead piping to be redone according to proper shop drawings. Pending review by GWA.

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B-49 Y-15, D-17, M-4 Dieldrin GAC Construction

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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	12/22/2026	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	$8,617,600.53	34%

ACTIVITIES

Construction:

- NTP was signed and received by A&R Pacific–Garney Federal JV on September 29, 2025.
- F-8 vessels were moved to Y-15; interim system became operational on October 11, 2025.
- New vessels for Y-15 arrived on island during the first week of December.
- SHPO and Department of Agriculture – Division of Aquatic & Wildlife Resources consultation letters and approval were received as of February 4, 2026.
- Work ongoing: Y15 concrete pad (delayed due to backlog on concrete production on island) pending schedule for pour at Y15 is May 21, 2026. M4 GAC vessels are on site, ongoing coating repairs for the interior and exterior. Piping works ongoing in both M4 and Y15 site.
- D17 concrete pad has been poured April 18, 2026. Interim vessels from Y15 will be moved once the permanent system is online
- M4 concrete pad has been poured on April 17, 2026. Pipe works ongoing
- Y15 concrete pad completed on May 27, 2026. New GAC vessels are now on site.
- Y15 is put online on July 27 in lead-lag configuration of the interim vessels.
- First week dieldrin sampling was collected on July 28, 2026, for Y15 permanent vessels.
- Second week dieldrin sampling was collected on August 4, 2026, for Y15 permanent vessels.
- Interim GAC system was removed as secondary filter in Y15 site. Y15 running only through the permanent GAC system with 500 gpm flowrate.

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B-51 Emerging Contaminants PFAS Design

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/09/2026	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	3%
Construction Management			
Construction			

ACTIVITIES

Design:

- Kick off meeting completed on 11/18/25. Coordination with designer for current system data ongoing.
- Designer developed preliminary prioritization list of sites
- Property research ongoing.
- Water quality analysis report has been submitted to GWA for review. Treatment option technical memorandum submitted. BOD submitted to GWA.
- Design is progressing for several sites – Adacao, Agana Heights, Kaiser, Chaot, Tumon, and several stand-alone GAC treatment sites. Preparing letters to landowners to acquire property at certain sites. GWA has started procurement of GAC vessels via existing contracts.

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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 10/12/2026		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 (executed 4/11/2025) 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. CO No. 2 for additional sampling for Pretreatment executed on 10/31/2025.

Draft 30% FOG system Design submitted 8/22/2025. 60% design submitted 1/20/2026. Currently working through CO No. 3 to include additional design for issues that need to be addressed. Funding for CO No. 3 approved in May CCU meeting; finalizing CO and routing for final approvals. Additional electrical hardening, replacement of Site 2 generator, controls for H1 water supply to plant, and additional typhoon resiliency.

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 completed from November 2025 through February 2026. Report submitted to USEPA in May 2026 with comments received in July. Pretreatment Manual resubmitted after addressing comments in September 2026.

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B-28 Tumon & Tamuning Hot Spots S16-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/09/2026		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.
- Grant funding reallocated to Haganta Main Pump Station construction. **Project currently on hold**

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B-29 Dungca Beach Sewer Line Relocation S20-001-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/9/2026		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

EA is working on the permit application fCATEX due to additional work.

SHPO, Section 106 Review is competed. For NOAA, Endangered Species Section 7 Review is concurred
USEPA, "No effects" Determination concurred.
For US ARMY COPRS
Permit application to the Pre- Construction Notification (PCN) to the US Army Corps signed and to be submitted to US ARMY Corps along with the Jurisdictional Determination/ checklist. The JD is for signature

Challenges to acquire a lot for the Reburial site.
Option 1: Takagi's Lot, still no response from the owner. A follow-up meeting is scheduled
Option 2: GWA Land Agent will verify if we can purchase the open lot near the stream.
Option 3: The GM proposes to Agana Bay Condo if they can share a small portion of their lot for the reburial site. Waiting for a response.

Phase II Lagoon Drive

The 60% design is pending due to the lot acquisition for a small lift station at Lagoon Drive.

Option 1: GWA is exploring the possibility of directing the flow to Santa Fe Condo, GWA sent a letter to the Authorize Representative to acquire a portion of the property with the intent of upgrading and operating the facility so flows could be directed to it.
Option 2: GWA will set a meeting with HOA & Board of Directors of the Lagoon Condo to use their 40-foot-wide access easement to install manholes heading to the proposed Pump Station (Santa Fe Resort)
A request for Adverse Condemnation of the 20-foot-wide public access and utility Right-Of-Way was discussed and on-going

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B-30 Fujita Sewage Pump Station Redundant Force Main S20-003-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/9/2026		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.

Pump Station Conditional Assessment Report including Fujita PS completed.

Design Alternatives Report workshop completed on 3/26.

Site visit with GPD to discuss the intent to get back the existing lot of the old Fuel tank and access easement near the police station was positive. GPD agreed to put GWA fuel tank in that area since the space isn't usable by them.

The verification of communication fiber optic line will be scheduled after the approval of highway encroachment permit.

The 60% design received and schedule to review on 10/15. If additional flows coming from the new establishment, need to upsizing the pump from 160 hp to 250 hp. The generator will be upgraded too.

There is an upcoming change order to be process.

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B-31 Hagatna Main Sewage Pump Station Redundant Force Main S20-002-EPA

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/9/26		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	IFB-04-ENG-2025	3/30/3036	3/31/2027	A&R

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	USEPA Grant No. M98T80424, M96902621, M97T07825	$19,996,810.72	0%

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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.

AR Pacific submitted final fee proposal on 12/9/25. NTP for construction was issued on 4/6/26, and Pre-Construction meeting held on 5/5/2026. AECOM (CM) setting up Procore. Permitting and submittal approvals ongoing. Installation of tapping for bypass work to start on 8/19/2026; bypass pumps ordered and expected by November.

Demolition of grit pump was conducted. Temporary generator has arrived. Bypass pumps are still expected end of October or early November.

B-32 Hagatna Wastewater Treatment Plant Causeway and Facility Structural Analysis S20-004-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/12/2026		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	$1,426,603.20	32%
Construction Management			
Construction			

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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 upgrade installations completed, but additional electrical equipment failures postponed commissioning. Working to resolve electrical issues.
- 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.
- GHD and DCA submitted pre-final FM designs for causeway on 11/3/25.
- Plant SCADA 60% design submitted of review, 6/23/2026.
- Procurement package for replacement of plant equipment out to bid, bid opening moved from 7/23 to 8/18/2026; continuing to respond to RFIs.
- Bid Opening on 9/24, two bids submitted. A&R lowest bidder at $21,221,808.00 and CCU approved GWA to proceed in September 2026. The Gov't estimate is $ 14,916,000.

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B-33 Hagatna Wastewater Treatment Plant Interim Disinfection S19-001-BND

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/07/2026		George J. Watson	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.

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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 10/12/2026		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

- 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). 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 continues for Capacity Assurance Projects.
- 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 and BC approved in OPC.
- TO3 for BC approved in Nov 2025 CCU, and TO3 for AECOM approved in Jan 2026 CCU.
- AECOM TO2: 100% drawings for Ypao and Mamajanao completed April 2026, and advertised construction IFB in April 21, 2026. Held pre-bid meeting on May 4, 2026. Bid opening 7/2026; only one bidder (A&R). CCU approved bid in 8/2026; working on finalizing contract.
- AECOM TO4 for PM/CM of Ypao and Mamajanao SPS approved May CCU; routing for internal approval.

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B-52 Northern Sewer Transmission Systems, 22406

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/09/2026		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	43%

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.
- Revised preliminary work plan resubmitted, pending USEPA approval.
- Draft condition assessments for Route 16, Southern Link, Harmon and Yigo to be submitted in 5/29/2026.
- Field work for force main assessment of Alupang Cove completed.
- Pump Station Condition Assessments for Southern Link, Yigo, Fujita, Harmon, and Route 16 submitted for USEPA review.
- Field work for force main assessment of Route 16 completed.
- Field work for force main assessment of Southern Link completed
- Processing for Change Order 1 started.

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B-53 Southern Sewer Transmission Systems, 22407

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/09/2026		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	14%

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.
- Revised preliminary work plan resubmitted, pending USEPA approval.
- Field work for pump station condition assessments completed on 2/6. The Designer will provide initial report on April and August.
- Pump Station Condition Assessments for PS 16, PS 17, Pago Double Shaft, Inarajan Main, and Ejector Station 2 submitted for EPA review and approval.
- Emergency site visit conducted at Commercial Port and Piti pump stations to assess damage resulting from Typhoon Sinlaku.
- Consultant to submit remaining Pump Station Condition Assessment and field work for force main assessments scheduled for September. Upon completion contract will be terminated for convenience.
- Field work for force main inspection of Dairy Road, Mangilao, and Pago Double Shaft completed. BC was unable to complete inspection for Chaot (isolation valves not holding) and Piti (ball lost due to suspected restriction in the force main, GWA engineering investigating possible causes)

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B-37 Ugum Water Treatment Plant Rehabilitation W22-10-BND

UPDATE	SUPERVISOR	PROJECT ENGINEERS	SECTION
As of 09/08/2026	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

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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.
01/31/2026	Installation of roof hatch completed, demolition of existing double panel door, drop wall rebar work, concreting of drop wall, plaster finishing of concrete drop wall.
02/12/2026	Received from SMCC a change order cost proposal amounting to $3,495,551.39 for river dredging, maintenance pad, supply and installation of 6 exhaust fans at the chemical building, supply and installation of accordion shutter door at the filter gallery, and exterior painting of the treatment/process building. Cost proposal is being reviewed by DCA.
02/28/2026	Demolition of CMU between chlorine room and chemical room,
03/31/2026	For the month of March, Contractor completed demolition/removal of existing electrical and mechanical works, demolish existing cmu containment at the chlorine room, remove existing monorail at centrifuge room, plastering, finishing, and painting of walls and floor area, installation of roll-up door between chlorine room and chemical room.
04/30/2026	Completed installation and commissioning of the two 1-ton chlorine containment vessels. These vessels were activated and in use after commissioning. All roll-up doors (4) were installed and operational. CCU approved resolution no. 21-FY2026 authorizing additional funds for change order no. 6 (permitting for river clean-up and hardening of shoulder for maintenance, supply and installation 6 exhaust fans for the chemical building, installation of accordion door for blower room, and exterior painting of the treatment building.
07/31/2026	A substantial completion walkthrough was conducted on 7/14/26 with the following deficiencies that need to corrected (a) replacement of air compressor, (b) pH Sensor replacement at membrane facility, (c) application of sealant on the anchor bolts for the Chlortainer, (d) installation of "Maximum 2 Ton" signage on the monorail, (e) painting of

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	power seal coupling adapter at the river intake, (f) repair of concrete base for river pump no. 1, and (g) installation of concrete supports below reducers at each river pump.
08/31/2026	Change order no. 7 was approved August 7, 2026. The scope of this change order includes (a) processing of permit for river dredging/cleaning and hardening of river embankment, (b) supply and installation of exhaust fan for each six rooms in the chemical building, (c) painting of exterior wall and railings in the process building, and (d) supply and installation of accordion shutter door for the air blower room.

B-38 Design-Build of Pago Bay 12-inch Waterline Replacement 12303

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 09/08/2026	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			

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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.
02/05/2026	Canton Construction submitted 100% design drawings and calculations.
02/11/2026	GWA reviewed the submittal and was rejected. Canton was instructed to comply with the submittal procedures outlined in the contract documents.
02/18/2026	A meeting was held and discussed GWA comments on their submittal. Canton promised to comply.
02/26/2026	A follow-up letter about their submittal was sent to Canton with the instruction to submit by March 6, 2026.
04/10/2026	Canton transmitted to DPW the 100% submittal for review.
04/21/2026	Canton received DPW comments.
04/22/2026	GWA advised Canton to resubmit its 100% submittal to include BOD, Specifications, and Drawings, and respond to DPW comments.
07/31/2026	Submittals for Basis of Design and Calculations were approved without exceptions, submittal on Specifications approved as noted, submitted for drawings was marked returned for correction. Resubmittal on the drawings was approved 6/9/26.
08/31/2026	Majority of material submittals were approved. Building permit is in process.

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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

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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.

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B-42 GWA Upper Tumon Campus Improvements

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 10/9/26	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.

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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.
01/31/2026	Additional works including having a mezzanine floor at the extension, providing awning adjacent to FMES building were discussed
02/25/2026	A notional plan of the proposed changes by GWA was prepared by HDR (CM) and transmitted to Canton for pricing.
04/30/2026	Proposed changes to the office layout of the ground and mezzanine floor extension was finalized, Contractor to submit cost proposal. The 75% design submittal is expected mid-May 2026.
07/31/2026	Review of the 95% design submittals by CM and GWA is on-going.
08/31/2026	Review of the 95% submittals was completed and forwarded to the D-B Contractor. Most of the issues were on the specifications.
10/9/26	CO #1 (replacement of all girts and purlins, and time extension) was submitted to GWA for review. GWA intends to submit this CO for CCU Approval for October.

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.
01/31/2026	Still awaiting additional information from DOAS manufacturer.
02/28/2026	A follow-up email was sent to Hydroaire regarding manufacturer's response to GWA inquiries/rfi's.
03/09/2026	GWA rejected Hydroaire submittal for not meeting the specification requirements.
03/14/2026	Hydroaire transmitted substitution. New brand is Carrier. These units weigh more than Lennox brand,
04/10/2026	DCA was asked to review if the additional loads have impact on the structural components of the building.
04/22/2026	DCA completed its assessment, the roof can handle the additional load. At the same time GWA requested Hydroaire to clarify some issues.

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04/30/2026	Hydroaire transmitted another substitute DOAS using CaptiveAire brand. This is under review.
05/31/2026	CaptiveAire brand submittal for DOAS approved 5/29.2026.
07/31/2026	Contractor submitted an update of delivery of DOAS, expected arrival to Guam is mid-November 2026 to mid-December 2026.

ACTIVITIES (PHASE 3 – GWA Customer Service Center and IT Renovation

09/18/2025	Architect Enrico Cristobal submitted a fee proposal to revised the original design per GWA request. Cristobal submitted $318,700 for design revisions and additional $78,147 for services during construction.
02/25/2026	GWA received from GPA the signed PO, receipt acknowledged by Cristobal, for the design revisions/construction services.
04/30/2026	For this month of April, GWA and GPA had meeting withh Architect Cristobal and discussed client's requirements. Cristobal prepared preliminary floor layout that was distributed to stakeholders including OPS for review and comments. The 30%design submittal is expected mid-May 2026.
07/31/2026	Architect transmitted the 60% design submittal on 7/29/2026. The submittal was sent to involved stakeholders.
08/31/2026	GWA/GPA comments on 60% submittal transmitted to the Architect on 8/25/26. Architect is now working on the 100% submittal.

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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.

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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

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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

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B-46 Rojas-Harmon Stormwater Drainage Improvements Design 42306/700190

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
09/01/2026	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.
CCU Resolution 45-FY2026 was approved on August 25, 2026 to approve funding and property purchase.
Private property owner has accepted GWA's offer for property. Property purchase agreement was signed on September 3rd 2026 and is being processed.
Pending property purchase to be processed and payment to be made to property owner.
Design meetings are continuing and design will move forward after property purchase is fully completed.

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B-47 Temporary Water Booster Pump on Juan Sarmiento Street, Santa Rita 12504

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
As of 09/08/2026	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.

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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.
01/31/2026	Processing of contract is in progress, waiting identifications of funding source.
02/28/2026	Funding sources were identified\, contract processing moving.
03/18/2026	Contract was fully executed.
03/30/2026	NTP was issued.
04/03/2026	Pre-construction meeting was held.
07/31/2026	For the month of July, Contractor transmitted design submittals for Design Drawings, Specifications, Basis of Design, and Calculations, including submittals for materials.
08/31/2026	Design submittals for Design Drawings, Specifications, Basis of Design, and Calculations, including submittals for materials on 8/05/2026. Construction permit processing is in progress.

B-50 Deep Well VFD and Electrical Upgrade

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/9/2026	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			

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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.
10/9/2026	GWA and Jacobs in Fee Negotiations for design services.

B-54 Gravity Main Acute Defects Repair Project

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/9/26	George Watson	Tristan Castino	Wastewater CIP
The purpose of this project is to repair, rehabilitate, or replace gravity lines with acute defects in various areas throughout the island.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design				
Construction	IFB-03-ENG-2026	TBD	March 2027	TBD
Construction Management				

PHASE	FUNDING SOURCES	COST	% COMPLETE
Design			
Construction			
Construction Management			

ACTIVITIES
Notice of Intent to Award was submitted to Infratech International.

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B-55 IDIQ and Professional PM/CM for Wastewater Collection and Treatment Systems

UPDATE	SUPERVISOR	PROJECT ENGINEER	SECTION
10/9/26	George Watson	Tristan Castino	Wastewater CIP
The purpose of this project is to provide design and PM/CM services for various projects relating to the wastewater collection and treatment systems.			

PHASE	PROCUREMENT NO.	CONTRACT DATE	EXPECTED COMPLETION	FIRM
Design/Construction Management	RFP-03-ENG-2025			SSFM, HDR

PHASE	FUNDING SOURCES	COST	% COMPLETE
PM/CM (TO1 SSFM)	BOND 2025 MP-WW-PIPE-01	$985,151.73	
Design (TO1 HDR)	TBD		
Design (TO2 SSFM)	TBD		

ACTIVITIES

TO1 (SSFM) PM/CM for Gravity Main Acute Defects: Currently setting up Procore.
TO1 (HDR) Design for Gravity Main Acute Defects: Task Order Form in progress.
TO2 (SSFM) Design for Gravity Main Acute Defects: Task Order Form in progress.

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M.Completed CIP Projects within the past year

- Tamuning Hot Spots Sewer Line Rehabilitation and Replacement (Completed 2/2026)
- Tai Road/S-13 and Canada-Toto Loop, Blas Street Waterline Replacement (Completed 3/2026)
- Yigo Sewer Pump Station Flood Mitigation (Completed 5/2026)

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Financial Statement Overview
September 2026

Executive Snapshot – September 2026 (FY2026 Year-to-Date)

GWA closed FY2026 with strong results. For the fiscal year ended September 30, 2026 (unaudited), operating revenues exceeded budget by $7.3 million (4.8%) and operating expenses came in $6.8 million below budget (5.9%), producing earnings from operations of $50.1 million against a budget of $36.0 million. Debt Service Coverage for the year was 1.66x, well above debt covenant thresholds, and Days Cash on Hand was 450 days — more than three and a half times the 120-day target — supported by strong operating cash flows and PFAS settlement proceeds of approximately $15.2 million received during the fiscal year; no additional settlement payments were received in September.

The revenue story this year has been shaped by two factors: the October 2025 rate adjustment and a meaningful shift in customer composition, with federal revenues growing to 12.4% of the total from 9.2% in the prior year. Wastewater revenues were the strongest performer, finishing the year 14.5% above budget. On the expense side, utility costs — particularly power purchases — came in favorably against budget for the year, although power purchases ran above both budget and the prior-year month in each of August and September.

Key items heading into FY2027 include the implementation of the PUC-approved 6.25% rate increase effective October 1, 2026, the PUC rate design process (to be brought before the PUC in December, targeting CY2027 implementation), the pace of capital draws under the Consent Decree schedule, and the Series 2026 bond issuance and refunding. The PUC approved the bond sale at its September 17th special meeting, and on September 29th Moody's affirmed GWA's Baa2 rating with a stable outlook and S&P Global affirmed GWA's A- rating, revising the outlook to stable from negative; bond pricing is scheduled for October 20th (see Bonds, Audits, and Rate Matters). The FY2026 financial and single audits are underway following a September 15th kickoff with Ernst & Young. Tourism remains weak: GVB-reported civilian air arrivals in August were down 27.3% year-over-year, and fiscal year-to-date arrivals through August were down 3.4% from the prior year, with recovery to pre-pandemic levels continuing to be constrained by available seats and recent typhoons.

GWA continues to monitor global geopolitical developments, which could weigh on tourism demand, exert upward pressure on fuel-linked operating costs, and introduce volatility in financial markets that may affect the timing and terms of the planned bond issuance and refunding.

Key Financial Indicators

Key Financial Indicators reflect point-in-time metrics as of month-end and provide a summary of liquidity, collections, and system activity trends. Indicators as of September 2026 continued to reflect favorable operating performance and strong liquidity, although monthly collections softened in September.

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Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913 • P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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Indicator	Target	July 2026	August 2026	September 2026
DSC YTD • Per Section 6.12 of Indenture / PUC and CCU	1.25/1.32	1.70	1.68	1.66*
Days – Cash on Hand	120 days	450 days	473 days	450 days
Collection Ratio				
• Month to Date	99%	88%	103%	83%
• Year to Date	99%	93%	94%	93%
Days Billed	30 days	31 days	30 days	30 days
Accounts Receivable Days	30 days	43 days	45 days	47 days
Accounts Payable Days	45 days	33 days	33 days	32 days
Water Demand (kgals)				
• Month to Date	421,912	423,920	397,479	387,905
• Year to Date	5,062,950	4,214,152	4,611,631	4,999,536
Wastewater Flow (kgals)				
• Month to Date	310,436	344,805	343,460	333,805
• Year to Date	3,725,229	3,443,116	3,786,577	4,120,381
Operations & Maintenance Expense**	$7,116,282	$6,950,910	$7,064,326	$6,954,585
Water Customers	44,025	43,908	43,929	43,802
Wastewater Customers	31,311	31,335	31,323	31,174

***Excludes Depreciation *Will be 1.47 if $9.5m transfer in RSF for FY2026 is included*

Operating Drivers: Water Consumption and Wastewater Flows
Water consumption and wastewater flows are the primary operating drivers of the Authority's revenues, operations and maintenance expenses, and overall financial performance. The following summarizes system activity for September 2026 and for the fiscal year ended September 30, 2026.

For the month ending September 30, 2026, water consumption decreased 10% and wastewater flows increased 3% compared to the prior year. Lower water consumption was concentrated in the federal, hotel, residential, and commercial customer classes, while higher federal and government flows drove the increase in wastewater. The drop in Federal use is due to Camp Blaz relying on their water wells; GWA doesn't expect them to be using our water in the near future. Billing days for September 2026 and September 2025 were 30 and 31 days, respectively.

Metric	Water Consumption	Wastewater Flows
Volume (kgals)	387,905	333,805
% Change vs Prior Year	-10%	3%
Average Daily Consumption/Flow	12,930	11,127
Key Customer Drivers	Residential, Commercial1, Hotels, GovGuam	Residential, FedGov, Commercial1, Hotels

For FY2026, water consumption decreased 2% and wastewater flows increased 4% compared to the prior year, driven primarily by continued growth in federal wastewater flows tied to military buildup activity in northern and central Guam. Billing days for FY2026 and FY2025 were 361 and 362 days, respectively.

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Metric	Water Consumption	Wastewater Flows
Volume (kgals)	4,999,536	4,120,381
% Change vs Prior Year	-2%	4%
Average Daily Consumption/Flow	13,849	11,414
Key Customer Drivers	Residential, Commercial1, Hotels, GovGuam	Residential, FedGov, Hotels, Commercial1

Monthly Financial Performance, September 2026 (Schedules B & C)
For September 2026, operating revenues were below both budget and prior-year levels, as lower water revenues (down 9.2% from budget and 7.6% from the prior year, with one fewer billing day than September 2025) more than offset higher wastewater revenues. Water accruals related to the Federal Government were reversed reducing water revenues. Operating expenses were below budget, as favorable variances in water purchases, contractual expenses, and depreciation more than offset higher-than-budgeted administrative and general expenses (primarily materials and supplies) and power purchases; compared to the prior year, declines in depreciation, administrative and general, and contractual expenses drove the overall favorable variance, outweighing higher power purchases.

As a result, earnings from operations for the month were slightly below budget but well above the prior year. The change in net position was well above budget and above prior-year levels, driven primarily by $7.4 million in grant contributions recognized during the month ($4.5 million in federal capital grants and $2.8 million in contributions from local government), well above the $2.5 million budgeted; no additional PFAS settlement payments were received in September.

Year-to-Date Financial Performance – FY2026 (Schedules D&E)
For FY2026, operating revenues exceeded budget and the prior year, reflecting the October 2025 non-lifeline rate adjustment and higher wastewater flows; the increase over the prior year also reflects the $9.5 million rate stabilization revenue deferral recorded in FY2025. Wastewater revenues were the standout performer on the revenue side, coming in $7.4 million — or 14.5% — above budget for the year. This favorable variance is the largest of any revenue line and reflects both structural demand growth and the October 2025 rate adjustment. Water revenues finished $1.1 million (1.2%) below budget but $4.4 million (4.9%) above the prior year.

The composition of revenues by customer class continued to reflect increased federal demand relative to the prior year.

Customer Class	FY2026		FY2025	
Residential	$61,976,429	39.68%	$59,227,670	40.85%
Commercial	$32,331,070	20.70%	$29,694,568	20.48%
Hotel	$26,848,225	17.19%	$27,402,155	18.90%
Government of Guam	$14,967,155	9.58%	$14,591,941	10.06%
Federal Government	$19,420,318	12.43%	$13,368,170	9.22%
Agriculture, Golf Course, Irrigation	$655,022	0.42%	$700,922	0.48%
TOTALS*	$156,198,219	100.00%	$144,985,426	100.00%

*Totals may be slightly off due to rounding

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Federal Government revenues grew by approximately $6.1 million year-over-year, with the federal share of total revenues increasing from 9.2% to 12.4%. This reflects the ongoing military buildup in Guam, which, while largely self-sufficient for water supply, directs wastewater flows from bases in northern and central Guam to GWA's system — a key driver of the year-to-date increase in wastewater flows over projections.

Operating expenses finished the year below budget and below the prior year, driven primarily by utility costs, contractual expenses, and depreciation. Power purchases totaled $16.4 million against a budget of $17.6 million, a $1.2 million favorable variance, and declined $3.5 million versus the prior year, notwithstanding above-budget and above-prior-year months in August and September. Water purchases were also below budget and below prior year levels. Contractual expenses were $3.4 million below budget, led by legal costs ($1.5 million under budget), with other contractual services and audit and computer maintenance also below budget. These savings were partially offset by net salaries and benefits, which exceeded budget by $1.1 million, reflecting the accrual of FY2025 pay-for-performance and FY2026 migration pay retroactive to October 1, 2025. Looking ahead, geopolitical instability and associated oil price pressure could erode utility cost savings, although the recently commissioned Ukudu power plant's improved fuel efficiency is expected to provide a degree of mitigation.

As a result, earnings from operations and the change in net position for the year exceeded both budget and the prior year. FY2026 results include approximately $15.2 million of PFAS settlement proceeds received during the fiscal year, most recently a $3.1 million payment received in July 2026, as well as $18.9 million of interest income; no additional settlement payments were received in September.

Statement of Net Position (Schedule A)

Total assets and deferred outflows of resources increased $56.2 million from September 2025 to September 2026, primarily due to a $45.2 million increase in unrestricted cash (largely PFAS settlement proceeds, strong operating cash flows, and a $9.5 million increase in the Rate Stabilization Fund) and a $53.1 million increase in construction work in progress from ongoing capital activity, partially offset by a $19.0 million decrease in restricted construction funds held by the trustee as capital projects were funded.

Total liabilities and deferred inflows of resources decreased $10.8 million over the same period, as scheduled July 1 bond principal payments, amortization of bond premium, and a $3.4 million reduction in contractors' payable outpaced increases in accrued and other liabilities ($3.8 million) and accrued payroll and employee benefits ($2.7 million).

Net trade accounts receivable increased $8.0 million from September 2025, and accounts receivable days were 47 days at September 30, 2026; accounts payable days were 32 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.

Cash Flow (Schedule F)

FY2026 operating cash flows of $69.8 million reflect strong underlying performance. Noncapital financing cash flows of $15.2 million reflect PFAS settlement proceeds received during the fiscal year. Overall, cash and investments increased by $26.0 million from September 2025 to September 2026, and Days Cash on Hand was 450 days against a 120-day target. Schedule G contains a schedule of restricted and unrestricted cash and investments.

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Customer Payments

While only 6% of payments are made in cash, approximately 31% of payments are 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, 53% 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 – December 2025	235	$1,496,819	$30,095	2.01%
January - March 2026	241	$1,464,745	$29,541	2.01%
April – June 2026	238	$1,288,002	$25,897	2.01%
July 2026	86	$465,909	$9,368	2.01%
August 2026	86	$496,490	$9,983	2.01%
September 2026	93	$474,499	$9,540	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.

Total credit card fees for September were $79,026. Total credit card fees for FY2026 (October 2025 – September 2026) were $983,572.

Saturday Collections

The Upper Tumon office is open for payments on Saturdays. For the four Saturdays in September, 509 payments totaling $83,800 were made towards GWA billings and 839 payments totaling $235,618 were made for GPA.

Guam Solid Waste (GSW) Customer Payments

GPWA began to accept GSW payments on June 6, 2022. In September 2026, GWA accepted 1,247 payments totaling $101,999 for GSW and will bill $1,247 in processing fees to GSW.

Capital Projects and Grant Status Update

Below is a table providing a summary of the various sources of funding available for GWA CIPs as well as available grants as of September 2026. The expenditure is life to date. Note that Department of Interior Grants also include funding for training, and the GEPA and DPHSS grants are for testing.

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Funding Source	Available Funds	Expenditures as of 8/31/2026	Outstanding Encumbrances	Funding Request	Expenditures, Encumbrances, & Funding Requests	Unobligated 8/31/2026	% Unobligated
B2016	$ 140,169,235	$ 135,521,631	$ 2,835,571	$ 45,347	$ 138,402,550	$ 1,766,685	1.26%
B2017 (2010)	$ 87,670,369	$ 84,828,899	$ 865,708	$ 101,568	$ 85,796,174	$ 1,874,195	2.14%
B2020A	$ 139,256,439	$ 85,590,301	$ 30,538,240	$ 3,557,505	$ 119,686,047	$ 19,570,393	14.05%
B2020B (2013)	$ 139,398,968	$ 138,426,519	$ 225,202	$ 418,440	$ 139,070,161	$ 328,807	0.24%
B2025	$ 259,417,234	$ 1,883,116	$ 16,651,907	$ 18,513,858	$ 37,048,881	$ 222,368,353	85.72%
Construction Fund	$ 11,294,515	$ 1,625,400	$ 6,634,083		$ 8,259,482	$ 3,035,032	26.87%
SDC	$ 22,446,081	$ 12,197,103	$ 7,569	$ 6,637,742	$ 18,842,414	$ 3,603,667	16.05%
DOI	$ 827,000	$ 826,890	$ -		$ 826,890	$ 110	0.01%
USEPA	$ 197,161,883	$ 23,490,198	$ 59,777,644		$ 83,267,842	$ 113,894,041	57.77%
GEPA	$ 500,000	$ 263,881	$ 33,275		$ 297,156	$ 202,844	40.57%
ARPA	$ 50,937,640	$ 11,369,609	$ 41,015,403		$ 52,385,012	$ (1,447,372)	-2.84%
DPHSS	$ 2,136,520	$ 22,407	$ 2,114,113		$ 2,136,520	$ -	0.00%
IFCIP	$ 38,732,944	$ 24,521,195	$ 4,582,994	$ 9,206,120	$ 38,310,310	$ 422,635	1.09%
Totals	$ 1,089,948,829	$ 520,567,151	$ 165,281,707	$ 38,480,580	$ 724,329,439	$ 365,619,391	33.54%
	100.00%	47.76%	15.16%	3.53%	66.46%	33.54%	

Bonds, Audits, and Rate Matters

Series 2026 Water and Wastewater Revenue and Refunding Bonds

The PUC approved the sale of the GWA revenue and refunding bonds at a special meeting on September 17. As promised, the rating agencies issued ratings on September 29. Moody's affirmed our Baa2 rating with an outlook stable recognizing GWA's strong liquidity and strong system management and close coordination with USEPA to determine timing of capital projects. S&P Global affirmed GWA's A- rating and changed outlook to stable from negative citing GWA's improved all-in debt service coverage in 2025 and our approved rate package through 2030.

The Preliminary Official Statement (POS) along with an investor presentation was issued on Tuesday, October 6, through the MuniOS website. Meetings with potential investors will be held on October 15, 16 and 19. Guam on-island retail orders are scheduled for October 19. Bond pricing will be held on October 20. Closing for the Series B2026AB will be held on November 5, 2026, and closing for B2026C will be held on April 13, 2027.

Audit Update

Both the financial and single audits are ongoing. Staff from the Finance Division attended the OPA sponsored training by the Graduate School on GASB 103, Financial Reporting Model Improvements on September 4. GASB 103, which includes updates to the Audit's Management Discussion and Analysis and financial statement presentation is in effect for fiscal year 2026. A kickoff meeting was held on September 15th with Ernst & Young. We are using the E&Y Canvas Portal to get and fill requests from the auditors.

Rate Matters

Notice to customers regarding the 6.25% increase effective October 1 was printed on outgoing bills in September and will continue to be placed on the October bills.

GWA continues to work with PUC's consultants on rate design recommendations and is still planning to bring the rate design before the PUC in December, based on the revenue requirement established through the true-up process, targeting implementation in CY2027. A workshop for the PUC Commissioners may be scheduled in November.

Visitor Arrivals and Economic Activity

August brought some improvement over July but remained well below last year. Guam Visitors Bureau civilian air arrivals totaled 57,218, down 27.3% from 78,694 in August 2025 and about 36% of the August 2019 level. Korea remained the largest drag, down 46.9% to 20,444, while Japan declined 15.5% to 24,642; US/Hawaii was a bright spot, up 13.6% to 6,068. Fiscal year-to-date arrivals

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(October 2025 through August 2026) stand at 647,801, down 3.4% from the prior year, compared with a 0.3% decline through July. Hotel-class water demand therefore remains a risk heading into FY2027.

Military and construction activity continue to provide a counterweight to tourism weakness. As described in Appendix B of the Preliminary Official Statement for the Series 2026 Bonds, the relocation of Marines from Okinawa is underway, and the Government of Guam's December 2025 assessment projects the Department of Defense-related population growing from 35,631 in 2025 to a peak of 45,321 in 2034. DOD's five-year plan calls for approximately $7.3 billion in military construction on Guam from FY2024 through FY2028, and the 2026 NDAA authorized approximately $1.25 billion for Guam projects, including $70.1 million for water wells. This activity is evident in the labor market: construction employment rose by 1,250 jobs to 13,360 in June 2026, H-2B workers reached a record of approximately 6,603 as of September 21, 2026, and total payroll employment increased by 490 jobs year-over-year to 67,930. For GWA, these trends support continued growth in federal wastewater flows and revenues even as tourism-related demand lags.

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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GUAM WATERWORKS AUTHORITY
September 30, 2026
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Statements of Net Position
September 30, 2026

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited September 30, 2026	Audited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	113,950,540	68,753,143	45,197,397
Restricted Funds (Schedule G)	42,401,475	47,917,143	(5,515,668)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $10,080,615 at Sep 30, 2026 and $9,418,359 at Sep 30, 2025	24,184,609	16,213,731	7,970,878
Federal Receivable	1,025,713	6,877,296	(5,851,583)
Other Receivable	2,547,263	2,699,889	(152,626)
Prepaid Expenses	2,769,329	1,212,737	1,556,592
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Sep 30, 2026 and $199,791 at Sep 30, 2025	7,517,697	6,935,675	582,022
Total Current Assets	194,396,625	150,609,613	43,787,012
Property, Plant and Equipment			
Utility plant in service			
Water system	483,487,699	483,115,995	371,704
Wastewater system	686,135,267	686,191,704	(56,437)
Non-utility property	37,545,521	36,950,224	595,297
Total property	1,207,168,487	1,206,257,923	910,563
Less: Accumulated Depreciation	(506,935,249)	(480,656,082)	(26,279,167)
Land	5,811,163	5,811,163	-
Construction Work in Progress	173,319,433	120,189,386	53,130,047
Property, Plant and Equipment, net	879,363,833	851,602,390	27,761,443
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	329,888,777	348,897,136	(19,008,359)
Investments (Schedule G)	100,347,881	95,265,017	5,082,863
Total other noncurrent assets and deferred charges	430,236,658	444,162,154	(13,925,496)
Total Assets	1,504,607,832	1,446,984,872	57,622,959
Deferred outflows of resources			
Debt defeasance due to bond refunding	21,807,926	23,190,417	(1,382,491)
Deferred outflows from pension	8,244,724	8,244,724	-
Deferred outflows from OPEB	21,817,354	21,817,354	-
Total Assets and Deferred Outflows of Resources	**1,556,477,836**	**1,500,237,367**	**56,240,468**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	1,015,000	965,000	50,000
Series 2017 Refunding Bond	2,740,000	2,610,000	130,000
Series 2024A Refunding Bond	3,260,000	3,110,000	150,000
Series 2024B Refunding Bond	4,495,000	4,280,000	215,000
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	3,416,636	3,913,865	(497,230)
Accrued and Other Liabilities	13,176,262	9,366,213	3,810,048
Interest Payable	10,124,489	9,002,963	1,121,525
Accrued Payroll and Employee Benefits	5,569,101	2,829,713	2,739,388
Current portion of employee annual leave	1,327,640	1,327,640	-
Current portion of employee sick leave	488,450	488,450	-
Contractors' Payable	14,736,645	18,129,972	(3,393,328)
Customer and Other Deposits	2,519,134	2,613,337	(94,203)
Total Current Liabilities	62,911,989	58,680,787	4,231,201
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	78,985,000	80,000,000	(1,015,000)
Series 2017 Refunding Bond	49,825,000	52,565,000	(2,740,000)
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	124,245,000	127,505,000	(3,260,000)
Series 2024B Refunding Bond	38,425,000	42,920,000	(4,495,000)
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	48,237,391	50,964,641	(2,727,250)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	44,488,639	44,488,639	-
Net OPEB obligation	80,248,243	80,248,243	-
Employee Annual Leave, Less Current Portion	1,161,042	1,161,042	-
Employee Sick Leave	3,597,195	3,597,195	-
Total Liabilities	1,058,547,084	1,068,553,132	(10,006,049)
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	6,116,764	6,116,764	-
Deferred inflows from OPEB	50,525,092	50,525,092	-
Debt defeasance due to bond refunding	5,955,173	6,767,085	(811,912)
Total Liabilities and Deferred Inflows of Resources	1,131,260,450	1,142,078,411	(10,817,961)
Net Position	425,217,386	358,158,957	**67,058,429**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,556,477,836**	**1,500,237,367**	**56,240,468**

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending September 30, 2026 and 2025

	Month to Date		Variance
	Actual (Unaudited) September-26	Budget September-26	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	7,120,923	7,838,511	(717,588)
Wastewater Revenues	4,567,598	4,262,516	305,081
Legislative Surcharge	358,921	376,345	(17,425)
Other Revenues	72,296	42,917	29,379
System Development Charge	72,843	97,083	(24,241)
Total Operating Revenues	12,192,580	12,617,373	(424,793)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	266,107	579,809	313,703
Power Purchases	1,631,319	1,466,769	(164,550)
Total Utility Costs	1,897,426	2,046,578	149,152
Salaries and Wages	2,323,253	2,145,851	(177,403)
Pension and Benefits	1,063,057	967,195	(95,862)
Total Salaries and Benefits	3,386,310	3,113,045	(273,264)
Capitalized Labor and Benefits	(755,334)	(404,696)	350,638
Net Salaries and Benefits	2,630,976	2,708,349	77,374
Administrative and General Expenses			
Sludge removal	111,049	97,175	(13,874)
Chemicals	314,692	248,799	(65,892)
Materials & Supplies	438,640	189,620	(249,020)
Transportation	134,012	64,840	(69,172)
Communications	3,868	19,909	16,041
Claims	-	20,848	20,848
Insurance	160,193	163,583	3,390
Training & Travel	6,728	65,544	58,816
Advertising	2,680	16,551	13,872
Miscellaneous	157,072	169,124	12,052
Regulatory Expense	140,570	44,873	(95,697)
Bad Debts Provision	84,475	84,475	(0)
Total Administrative and General Expense	1,553,979	1,185,344	(368,635)
Depreciation Expense	2,295,648	2,499,686	204,038
Amortization of Regulatory Assets	-	-	-
Contractual Expense			
Audit & Computer Maintenance	124,837	249,193	124,356
Building rental	74,783	75,781	998
Equipment rental	77,634	66,199	(11,435)
Legal	-	129,167	129,167
Laboratory	63,349	36,048	(27,301)
Other	187,159	234,315	47,156
Total Contractual Expense	527,762	790,702	262,940
Retiree Supp. Annuities and health care costs	285,601	326,266	40,665
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	344,442	385,309	40,866
Total Operating Expenses	9,250,233	9,615,968	365,735
Earnings (Loss) from Operations	2,942,347	3,001,405	(59,058)
Interest Income - Bond Funds	973,986	-	973,986
Interest Income - Other Funds	543,455	156,621	386,833
Interest Income - SDC	23,769	-	23,769
Contributions from Local Government	2,816,547	-	2,816,547
Interest Expense - Bonds	(3,374,830)	(3,402,190)	27,360
Loss on Asset Disposal	(6,839)	-	(6,839)
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(51,445)	-	(51,445)
Prior Year Adjustment	(116,732)	-	(116,732)
Total non-operating revenues (expenses)	1,035,183	(3,245,569)	4,280,751
Net Income (Loss) before capital contributions	3,977,529	(244,164)	4,221,693
Capital Contributions			
Grants from US Government	4,515,199	2,500,000	2,015,199
Grants from GovGuam & Others	20,851	-	20,851
Total Capital Contributions	4,536,050	2,500,000	2,036,050
Change in Net Position	8,513,579	2,255,836	6,257,743
Debt Service Calculation			
Earnings From Operations	2,942,347	3,001,405	
System Development Charge	(72,843)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	543,455	156,621	
Depreciation	2,295,648	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	5,767,448	5,928,005	
Balance Available for Debt Service per PUC	5,767,448	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)	1.37	1.37	
Debt Service Coverage (1.32X) (PUC)	1.37	1.37	

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE C**
Comparative for the period ending September 30, 2026 and 2025

	Month to Date		Variance
	Actual (Unaudited) September-26	Actual (Audited) September-25	Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	7,120,923	7,706,215	(585,292)
Wastewater Revenues	4,567,598	4,175,313	392,285
Legislative Surcharge	358,921	347,661	11,259
Other Revenues	72,296	39,596	32,700
System Development Charge	72,843	185,933	(113,090)
Total Operating Revenues	12,192,580	12,454,718	(262,138)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	266,107	486,573	(220,466)
Power Purchases	1,631,319	1,365,414	265,905
Total Utility Costs	1,897,426	1,851,987	45,439
Salaries and Wages	2,323,253	2,082,111	241,142
Pension and Benefits	1,063,057	1,566,173	(503,116)
Total Salaries and Benefits	3,386,310	3,648,284	(261,974)
Capitalized Labor and Benefits	(755,334)	(1,074,101)	318,767
Net Salaries and Benefits	2,630,976	2,574,182	56,793
Administrative and General Expenses			
Sludge removal	111,049	126,545	(15,496)
Chemicals	314,692	448,964	(134,272)
Materials & Supplies	438,640	560,765	(122,125)
Transportation	134,012	134,096	(84)
Communications	3,868	10,388	(6,520)
Claims	-	41,382	(41,382)
Insurance	160,193	156,337	3,856
Training & Travel	6,728	177,813	(171,085)
Advertising	2,680	1,323	1,356
Miscellaneous	157,072	35,429	121,643
Regulatory Expense	140,570	46,883	93,688
Bad Debts Provision	84,475	512,126	(427,651)
Total Administrative and General Expense	1,553,979	2,252,052	(698,073)
Depreciation Expense	2,295,648	3,310,994	(1,015,346)
Contractual Expense			
Audit & Computer Maintenance	124,837	196,973	(72,136)
Building rental	74,783	32,001	42,783
Equipment rental	77,634	51,628	26,006
Legal	-	448,384	(448,384)
Laboratory	63,349	(58,821)	122,170
Other	187,159	132,629	54,529
Total Contractual Expense	527,762	802,794	(275,032)
Retiree Supp. Annuities and health care costs	285,601	307,549	(21,949)
Contribution to Government of Guam	58,842	118,675	(59,833)
Total Retiree Benefits	344,442	426,224	(81,782)
Total Operating Expenses	9,250,233	11,218,233	(1,968,000)
Earnings (Loss) from Operations	2,942,347	1,236,485	1,705,862
Interest Income - Bond Funds	973,986	1,323,675	(349,689)
Interest Income - Other Funds	543,455	397,451	146,004
Interest Income - SDC	23,769	21,008	2,761
Contributions from Local Government	2,816,547	457,798	2,358,750
Interest Expense - Bonds	(3,374,830)	(3,381,186)	6,357
Interest Expense - Leases and Subscription IT	-	(8,684)	8,684
Loss on Asset Disposal	(6,839)	(687,666)	680,827
Amortization of Discount, Premium and Issuance Costs	227,271	(1,577,552)	1,804,823
Defeasance due to bond refunding	(51,445)	(126,529)	75,084
Prior Year Adjustment	(116,732)	(288,506)	171,774
Legal settlements	-	(152,641)	152,641
Insurance proceeds	-	659,567	(659,567)
Total non-operating revenues (expenses)	1,035,183	(3,363,267)	4,905,375
Net Income (Loss) before capital contributions	3,977,529	(2,126,782)	6,104,312
Capital Contributions			
Grants from US Government	4,515,199	5,830,507	(1,315,309)
Grants from GovGuam & Others	20,851	1,251,004	(1,230,154)
Total Capital Contributions	4,536,050	7,081,512	(2,545,462)
Change in Net Position	8,513,579	4,954,730	3,558,849
Debt Service Calculation			
Earnings From Operations	2,942,347	1,236,485	
System Development Charge	(72,843)	(185,933)	
Retiree COLA	58,842	118,675	
Interest/Investment Income	543,455	397,451	
Depreciation	2,295,648	3,310,994	
Legal expenses	-	448,384	
Balance Available for Debt Service per Section 6.12	5,767,448	5,326,055	
Balance Available for Debt Service per PUC	5,767,448	5,326,055	
Debt Service			
Principal	3,154,341	870,417	
Interest	1,065,211	2,284,112	
Total	4,219,552	3,154,529	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.37	1.69	
Debt Service Coverage (1.32X) (PUC)	1.37	1.69	

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GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending September 30, 2026 and 2025

	Year to Date Actual (Unaudited) September-26	Year to Date Budget September-26	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	92,938,240	94,062,137	(1,123,897)
Wastewater Revenues	58,574,734	51,150,197	7,424,537
Legislative Surcharge	4,685,245	4,516,141	169,104
Other Revenues	1,075,325	515,000	560,325
System Development Charge	1,386,574	1,165,000	221,574
Total Operating Revenues	158,660,118	151,408,475	7,251,644
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,443,338	6,957,710	514,372
Power Purchases	16,428,072	17,601,227	1,173,155
Total Utility Costs	22,871,410	24,558,937	1,687,527
Salaries and Wages	26,116,981	25,750,207	(366,774)
Pension and Benefits	11,638,630	11,606,337	(32,293)
Total Salaries and Benefits	37,755,611	37,356,545	(399,067)
Capitalized Labor and Benefits	(4,183,165)	(4,856,351)	(673,186)
Net Salaries and Benefits	33,572,446	32,500,194	(1,072,253)
Administrative and General Expenses			
Sludge removal	1,445,574	1,166,098	(279,476)
Chemicals	2,404,334	2,985,591	581,257
Materials & Supplies	2,576,511	2,275,444	(301,067)
Transportation	931,596	778,081	(153,515)
Communications	82,207	238,912	156,705
Claims	91,622	250,180	158,558
Insurance	1,895,324	1,963,000	67,676
Training & Travel	400,949	786,529	385,580
Advertising	50,780	198,617	147,837
Miscellaneous	2,124,945	2,029,492	(95,453)
Regulatory Expense	389,654	538,475	148,821
Bad Debts Provision	1,013,704	1,013,704	(0)
Total Administrative and General Expense	13,407,201	14,224,123	816,922
Depreciation Expense	28,173,113	29,996,235	1,823,121
Contractual Expense			
Audit & Computer Maintenance	2,232,661	2,990,318	757,657
Building rental	849,434	909,372	59,938
Equipment rental	577,902	794,385	216,483
Legal	19,887	1,550,000	1,530,113
Laboratory	590,836	432,577	(158,260)
Other	1,834,497	2,811,776	977,280
Total Contractual Expense	6,105,217	9,488,428	3,383,211
Retiree Supp. Annuities and health care costs	3,738,929	3,915,188	176,259
Contribution to Government of Guam	706,100	708,515	2,415
Total Retiree Benefits	4,445,029	4,623,703	178,674
Total Operating Expenses	108,574,417	115,391,619	6,817,202
Earnings (Loss) from Operations	50,085,701	36,016,855	14,068,846
Interest Income - Bond Funds	12,213,036	-	12,213,036
Interest Income - Other Funds	6,362,296	1,879,457	4,482,839
Interest Income - SDC	310,210	-	310,210
Contributions from Local Government	7,518,747	-	7,518,747
Interest Expense - Bonds	(40,791,150)	(40,826,279)	35,129
Federal Expenditures	(30,000)	-	(30,000)
Amortization of Discount, Premium and Issuance Costs	2,727,250	-	2,727,250
Defeasance due to bond refunding	(570,579)	-	(570,579)
Prior Year Adjustment	(297,029)	-	(297,029)
Legal settlements	15,246,047	-	15,246,047
Total non-operating revenues (expenses)	2,681,990	(38,946,822)	41,628,812
Net Income (Loss) before capital contributions	52,767,691	(2,929,967)	55,697,658
Capital Contributions			
Grants from US Government	13,812,738	30,000,000	(16,187,262)
Grants from GovGuam & Others	478,000	-	478,000
Total Capital Contributions	14,290,738	30,000,000	(15,709,262)
Change in Net Position	67,058,429	27,070,033	39,988,396
Debt Service Calculation			
Earnings From Operations	50,085,701	36,016,855	
System Development Charge	(1,386,574)	(1,165,000)	
Retiree COLA	706,100	708,515	
Interest/Investment Income	6,362,296	1,879,457	
Depreciation	28,173,113	29,996,235	
Rate Stabilization Fund	-	2,200,000	
Balance Available for Debt Service per Section 6.12	83,940,637	71,136,062	
Balance Available for Debt Service per PUC	83,940,637	71,136,062	
Debt Service			
Principal	37,852,093	26,887,093	
Interest	12,782,532	24,904,186	
Total	50,634,625	51,791,279	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.66	1.37	
Debt Service Coverage (1.32X) (PUC)	1.66	1.37	

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending September 30, 2026 and 2025

SCHEDULE E

	Year to Date Actual (Unaudited) September-26	Year to Date Actual (Audited) September-25	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	92,938,240	88,565,038	4,373,202
Wastewater Revenues	58,574,734	52,175,055	6,399,679
Legislative Surcharge	4,685,245	4,245,333	439,912
Rate Stabilization Revenue Deferral	-	(9,500,000)	9,500,000
Other Revenues	1,075,325	709,295	366,030
System Development Charge	1,386,574	1,563,818	(177,244)
Total Operating Revenues	158,660,118	137,758,539	20,901,580
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,443,338	7,421,447	(978,109)
Power Purchases	16,428,072	19,917,470	(3,489,398)
Total Utility Costs	22,871,410	27,338,917	(4,467,507)
Salaries and Wages	26,116,981	24,088,685	2,028,296
Pension and Benefits	11,638,630	8,352,274	3,286,357
Total Salaries and Benefits	37,755,611	32,440,959	5,314,652
Capitalized Labor and Benefits	(4,183,165)	(3,526,881)	(656,284)
Net Salaries and Benefits	33,572,446	28,914,078	4,658,368
Administrative and General Expenses			
Sludge removal	1,445,574	1,336,335	109,239
Chemicals	2,404,334	2,615,143	(210,809)
Materials & Supplies	2,576,511	2,949,256	(372,744)
Transportation	931,596	738,450	193,146
Communications	82,207	131,982	(49,775)
Claims	91,622	84,431	7,191
Insurance	1,895,324	1,878,914	16,411
Training & Travel	400,949	489,052	(88,102)
Advertising	50,780	58,260	(7,480)
Miscellaneous	2,124,945	1,596,438	528,507
Regulatory Expense	389,654	212,101	177,552
Bad Debts Provision	1,013,704	2,004,924	(991,220)
Total Administrative and General Expense	13,407,201	14,095,286	(688,085)
Depreciation Expense	28,173,113	29,427,589	(1,254,475)
Contractual Expense			
Audit & Computer Maintenance	2,232,661	2,182,406	50,256
Building rental	849,434	586,377	263,057
Equipment rental	577,902	453,606	124,296
Legal	19,887	448,384	(428,497)
Laboratory	590,836	311,539	279,297
Other	1,834,497	2,007,291	(172,794)
Total Contractual Expense	6,105,217	5,989,602	115,615
Retiree Supp. Annuities and health care costs	3,738,929	6,072,813	(2,333,885)
Contribution to Government of Guam	706,100	757,500	(51,400)
Total Retiree Benefits	4,445,029	6,830,313	(2,385,285)
Total Operating Expenses	108,574,417	112,595,786	(4,021,369)
Earnings (Loss) from Operations	50,085,701	25,162,753	24,922,949
Interest Income - Bond Funds	12,213,036	7,263,854	4,949,182
Interest Income - Other Funds	6,362,296	5,553,756	808,540
Interest Income - SDC	310,210	298,963	11,247
Contributions from Local Government	7,518,747	800,448	6,718,299
Miscellaneous Non-Utility Expenses	-	(5,262,537)	5,262,537
Interest Expense - Bonds	(40,791,150)	(30,765,488)	(10,025,661)
Interest Expense - Leases and Subscription IT	-	(8,684)	8,684
Federal Expenditures	(30,000)		(30,000)
Loss on Asset Disposal	(6,839)	(727,968)	721,129
Amortization of Discount, Premium and Issuance Costs	2,727,250	(1,096,851)	3,824,101
Defeasance due to bond refunding	(570,579)	(111,671)	(458,908)
Prior Year Adjustment	(297,029)	(479,064)	182,035
Legal settlements	15,246,047	3,415,740	11,830,307
Insurance proceeds	-	659,567	(659,567)
Total non-operating revenues (expenses)	2,681,990	(20,459,935)	23,141,925
Net Income (Loss) before capital contributions	52,767,691	4,702,817	48,064,874
Capital Contributions			
Grants from US Government	13,812,738	12,528,954	1,283,784
Grants from GovGuam & Others	478,000	2,843,947	(2,365,947)
Total Capital Contributions	14,290,738	15,372,900	(1,082,162)
Change in Net Position	67,058,429	20,075,718	46,982,711
Debt Service Calculation			
Earnings From Operations	50,085,701	25,162,753	
System Development Charge	(1,386,574)	(1,563,818)	
Retiree COLA	706,100	757,500	
Interest/Investment Income	6,362,296	5,553,756	
Depreciation	28,173,113	29,427,589	
Legal expenses	-	448,384	
Pension and OPEB costs	-	(597,889)	
Balance Available for Debt Service per Section 6.12	83,940,637	59,188,274	
Balance Available for Debt Service per PUC	83,940,637	59,188,274	
Debt Service			
Principal	37,852,093	10,445,000	
Interest	12,782,532	28,835,087	
Total	50,634,625	39,280,087	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.66	1.51	
Debt Service Coverage (1.32X) (PUC)	1.66	1.51	

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GUAM WATERWORKS AUTHORITY SCHEDULE F
Statement of Cash Flows
FY2026

	Unaudited YTD Sep-26	Audited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	149,733,959	132,999,217	16,734,742
Cash payments to suppliers for goods and services	(40,492,949)	(49,434,193)	8,941,244
Cash payments to employees for services	(35,016,224)	(32,577,783)	(2,438,441)
Cash payments for retiree healthcare costs and other benefits	(4,445,029)	(4,565,086)	120,057
Net cash provided by (used for) operating activities	69,779,758	46,422,155	23,357,603
Cash flows from noncaptial financing activities:			
Legal proceeds	15,246,047	3,415,740	11,830,307
Net cash provided by (used for) noncapital financing activities	15,246,047	3,415,740	11,830,307
Cash flow from capital and related financing activities:			
Federal grants received - Capital	27,631,068	22,512,445	5,118,623
Acquisition of capital assets	(54,840,122)	(64,150,189)	9,310,067
Proceeds from disposals of capital assets	(6,839)	-	(6,839)
Proceeds from revenue bond issuances	-	269,286,740	(269,286,740)
Principal paid on revenue bond maturities	(10,965,000)	(10,445,000)	(520,000)
Interest paid on revenue bonds	(39,669,625)	(28,614,861)	(11,054,764)
Insurance proceeds	-	659,567	(659,567)
Net cash provided by (used for) capital and related financing activities	(77,850,518)	189,248,702	(267,099,220)
Cash flow from investing activities:			
Interest income received	18,885,543	13,309,186	5,576,357
Net cash provided by investing activities	18,885,543	13,309,186	5,576,357
Net change in cash and cash equivalents	26,060,830	252,395,783	(226,334,953)
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	586,893,269	560,832,440	26,060,829
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	50,085,701	25,162,754	24,922,947
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	28,173,113	29,427,589	(1,254,476)
Bad debts (recovery)	1,013,704	2,004,924	(991,220)
Capitalized labor and benefits	(4,183,165)	(3,526,882)	(656,283)
Non-cash pension costs	-	2,863,116	(2,863,116)
Non-cash OPEB costs	-	(2,265,227)	2,265,227
Regulatory deferral		9,500,000	
Other Non-cash adjusments	(297,029)	(3,709,940)	3,412,911
(Increase) decrease in assets:			
Receivables	(8,831,956)	(15,260,434)	6,428,478
Materials and supplies inventories	(582,022)	(1,975,019)	1,392,997
Prepaid expenses	(1,556,592)	5,109	(1,561,701)
Regulatory assets	-	3,174,728	(3,174,728)
Increase (decrease) in liabilities:			
Accounts payable	(497,230)	(1,669,305)	1,172,075
Accrued payroll and employee benefits	2,739,388	1,957,622	781,766
Compensated absences	-	768,671	(768,671)
Customers deposits	(94,203)	301,561	(395,764)
Due to grantor	-	699,551	(699,551)
Other liabilities	3,810,048	159,115	3,650,933
Collective total OPEB	-	4,530,454	(4,530,454)
Net pension liability	-	(5,726,232)	5,726,232
OPEB liability	-		-
Net cash provided by (used for) operating activities	69,779,758	46,422,155	23,357,603

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GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited September 30, 2026	Audited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	63,372,508	29,778,984	33,593,524
BOG O & M Reserve	16,410,353	15,858,170	552,184
BOG CapEx Fund	14,211,749	12,660,059	1,551,689
BOG Rate Stabilization Fund	19,950,000	10,450,000	9,500,000
Sub-total Unrestricted	**113,950,540**	**68,753,143**	**45,197,397**
RESTRICTED			
Bank Pacific	13,161	9,409	3,752
Bank of Hawaii	398,997	274,073	124,924
Community First FCU	1,086	1,751	(665)
First Hawaiian Bank	1,328	8,222	(6,895)
Bank Pacific Surcharge	200,444	302,974	(102,530)
Bank Pacific Escrow Deposit	1,381,026	1,347,321	33,706
BOG Customer Refunds	2,195,034	2,180,461	14,573
BOG Sewer Hookup Revolving Fund	2,351,857	2,278,951	72,907
BOG Operation and Maintenance Fund	2,151,815	3,083,482	(931,667)
BOG Revenue Trust	849,579	660,099	189,480
BOG Revenue Trust Fund	8,839,549	12,772,177	(3,932,628)
BOG Capital Improvement Revenue Fund	13,428,433	15,993,890	(2,565,458)
	31,812,307	**38,912,809**	**(7,100,502)**
BOG - SDC Deposit	1,339,167	754,334	584,834
BOG - SDC CDs	9,250,000	8,250,000	1,000,000
Total SDC	**10,589,167**	**9,004,334**	**1,584,834**
Total Restricted	**42,401,475**	**47,917,143**	**(5,515,668)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,224,830	1,315,745	(90,916)
BOG Series 2016 Construction Fund	4,647,604	7,807,728	(3,160,123)
BOG Series 2017 Refunding Construction Fund	3,146,972	3,184,142	(37,170)
BOG Series 2020A Construction Fund	53,666,138	76,494,812	(22,828,674)
BOG Series 2025A Construction Fund	257,534,118	250,677,264	6,856,854
BOG CIF-Construction Fund Transfers	9,669,115	9,343,764	325,351
BOG Series 2025A COI Funds	-	73,682	(73,682)
Total Restricted - Held by Trustee	**329,888,777**	**348,897,136**	**(19,008,359)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	1,420,973	1,362,934	58,038
USB Series 2017 Debt Service Fund	1,559,918	1,485,212	74,706
USB Series 2020A Debt Service Fund	2,000,244	1,929,765	70,479
USB Series 2020B Debt Service Reserve Fund	1,331,345	1,284,405	46,940
USB Series 2024A Debt Service Fund	3,092,860	2,962,442	130,418
USB Series 2024B Debt Service Fund	1,881,468	1,782,255	99,213
USB Series 2025A Debt Service Fund	3,642,397	-	3,642,397
USB Series 2024A Debt Service Reserve Fund	42,304,256	41,343,585	960,671
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**100,347,881**	**95,265,017**	**5,082,863**
Total Restricted and Unrestricted Cash	**586,588,672**	**560,832,439**	**25,756,233**

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GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B **SCHEDULE H**
As of September 30, 2026

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	30	252,375	337,584	-	-	-	589,959
Guam Int'l Airport Authority	8	63,856	61,215	57,157	99,514	51,003	332,745
Guam Housing & Urban Renewal Authority	10	7,741	-	-	-	-	7,741
Guam Solid Waste Authority	6	2,172	756	313	-	77	3,318
Port Authority Of Guam	6	1,848	-	-	-	-	1,848
Guam Housing Corporation	1	77	-	-	-	-	77
							-
Total Autonomous Agencies	**61**	**$ 328,069**	**$ 399,555**	**$ 57,470**	**$ 99,514**	**$ 51,080**	**$ 935,688**
Semi-Autonomous Agencies (Active)							
University Of Guam	48	59,196	671	55	-	-	59,923
Guam Memorial Hospital Authority	3	48,626	-	-	-	-	48,626
Guam Environmental Protection Agency	2	315	-	-	-	-	315
Total Semi-Autonomous Agencies	**53**	**$ 108,137**	**$ 671**	**$ 55**	**$ -**	**$ -**	**$ 108,864**
Line Agencies (Active)							
Dept Of Education	51	407,674	94,310	249,183	-	-	751,167
Dept Of Corrections	9	99,357	77,326	9,114	9,016	-	194,813
Dept Of Parks & Recreation	13	87,150	33,577	33,472	0	-	154,199
Dept Of Administration	6	23,724	12,980	9,515	4,979	12,657	63,855
Dept Of Public Works	9	44,663	-	-	-	-	44,663
Dept Of Agriculture	7	5,025	5,488	8,088	8,543	879	28,024
Dept Of Public Health & Social Services	7	6,536	4,686	789	-	-	12,011
Guam Police Department	9	10,499	-	134	84	165	10,882
Guam Fire Department	11	8,505	1,067	661	-	-	10,233
Guam Veterans Affairs Office	1	4,238	1,336	1,174	1,139	866	8,754
Dept Of Military Affairs/Guarng	1	5,575	-	-	-	-	5,575
Guam Homeland Security/Civil Defense	1	391	3,196	185	-	-	3,772
Office Of The Governor	2	1,761	1,870	-	-	-	3,631
Dept Of Youth Affairs	3	2,707	176	166	-	-	3,049
Dept Of Chamorro Affairs	9	2,028	45	-	-	-	2,073
Guam Visitors Bureau	2	884	-	-	-	-	884
Guam Public Library	6	719	-	-	-	-	719
Dept Of Customs & Quarantine	1	635	-	-	-	-	635
Dept Of Mental Health And Substance	2	481	-	-	-	-	
Guam Energy Office	1	468	-	-	-	-	
Total Line Agencies	**151**	**$ 713,021**	**$ 236,057**	**$ 312,481**	**$ 23,761**	**$ 14,567**	**$ 1,298,939**
Other Government of Guam Entities (Active)							
Mayors Council Of Guam	67	35,314	8,013	130	91	1,408	44,956
Superior Court Of Guam	2	1,874	-	-	-	-	1,874
Chalan Pago Mayor'S Office	1	-	173	171	123	-	467
Judiciary Of Guam	4	319	-	-	-	-	319
Total Other Government of Guam Entities	**69**	**$ 37,187**	**$ 8,013**	**$ 130**	**$ 91**	**$ 1,408**	**$ 46,829**
Total as of September 30, 2026 (Active)	**334**	**$ 1,186,415**	**$ 644,296**	**$ 370,136**	**$ 123,366**	**$ 67,056**	**$ 2,390,320**

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GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of September 30, 2026

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	459	$ 7,908,488	$ 667,207	$ 370,973	$ 124,066	$ 94,179	$ 9,164,913	27%
Agriculture	403	47,226	11,862	6,884	2,229	57,803	126,004	0%
Commercial I	2,753	2,761,111	158,560	111,417	73,486	659,109	3,763,683	11%
Commercial II	53	399,623	24,370	46,220	59,409	402,642	932,264	3%
Commercial III	303	707,632	56,828	98,630	92,222	608,191	1,563,502	5%
Golf Course	14	5,380	-	-	-	6,157	11,537	0%
Hotel	52	2,485,074	119,630	157,529	95,315	1,360,660	4,218,207	12%
Irrigation	27	(2,155)	750	308	267	212	(617)	0%
Residential	45,835	5,931,782	1,141,159	827,681	591,911	5,993,198	14,485,732	42%
	49,899	**$ 20,244,161**	**$ 2,180,366**	**$ 1,619,642**	**$ 1,038,904**	**$ 9,182,150**	**$ 34,265,223**	**100%**
		59%	**6%**	**5%**	**3%**	**27%**		

Less Allowance for Doubtful Accounts: (10,080,615)
Net Accounts Receivable: **24,184,609**

Days Receivables Outstanding: 47

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	456	$ 7,901,869	$ 667,207	$ 370,307	$ 123,489	$ 93,801	$ 9,156,673	32%
Agriculture	385	47,226	11,862	6,809	2,197	10,550	78,643	0%
Commercial I	2,625	2,758,422	156,774	109,066	70,969	395,566	3,490,797	12%
Commercial II	39	399,623	24,370	46,220	59,409	248,126	777,748	3%
Commercial III	289	707,432	53,547	98,630	92,222	541,356	1,493,188	5%
Golf Course	12	5,380	-	-	-	-	5,380	0%
Hotel	51	2,485,074	119,630	157,529	95,315	1,190,955	4,048,502	14%
Irrigation	26	(2,155)	750	308	267	-	(829)	0%
Residential	39,179	5,653,212	1,054,320	678,166	443,772	1,591,326	9,420,795	33%
	43,062	**$ 19,956,084**	**$ 2,088,461**	**$ 1,467,034**	**$ 887,639**	**$ 4,071,680**	**$ 28,470,897**	**100%**
		70%	**7%**	**5%**	**3%**	**14%**		

Less Allowance for Doubtful Accounts: (10,080,615)
Net Accounts Receivable: **18,390,282**

As of August 31, 2026 (0)

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	458	$ 6,944,320	$ 754,484	$ 178,271	$ 68,009	$ 89,207	$ 8,034,290	25%
Agriculture	405	44,518	9,146	2,535	2,213	57,715	116,126	0%
Commercial I	2,765	2,148,345	305,613	98,250	51,654	735,389	3,339,252	10%
Commercial II	54	388,362	74,213	59,409	38,403	374,239	934,626	3%
Commercial III	306	758,394	124,681	99,286	74,323	570,706	1,627,389	5%
Golf Course	14	16,696	38	-	-	6,157	22,891	0%
Hotel	52	2,475,206	199,490	104,743	101,633	1,261,760	4,142,831	13%
Irrigation	27	(2,692)	845	267	-	212	(1,368)	0%
Residential	47,079	5,379,742	1,249,526	761,557	547,728	6,627,235	14,565,788	44%
	51,160	**$ 18,152,890**	**$ 2,718,037**	**$ 1,304,318**	**$ 883,962**	**$ 9,722,619**	**$ 32,781,825**	**100%**
		55%	**8%**	**4%**	**3%**	**30%**		

Less Allowance for Doubtful Accounts: (9,964,472)
Net Accounts Receivable: **22,817,353**

Days Receivables Outstanding: 42

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	457	$ 6,944,320	$ 753,818	$ 177,694	$ 67,631	$ 89,207	$ 8,032,669	29%
Agriculture	384	44,518	9,071	2,503	2,160	9,522	67,774	0%
Commercial I	2,618	2,145,254	303,642	95,871	49,369	384,483	2,978,618	11%
Commercial II	39	388,362	74,213	59,409	38,403	219,723	780,110	3%
Commercial III	291	754,980	124,681	99,286	72,745	501,493	1,553,185	6%
Golf Course	12	16,696	38	-	-	-	16,734	0%
Hotel	51	2,475,206	199,490	104,743	101,633	1,092,055	3,973,127	14%
Irrigation	26	(2,692)	845	267	-	-	(1,580)	0%
Residential	40,602	5,537,429	1,189,688	675,153	480,439	2,460,438	10,343,146	37%
	44,480	**$ 18,304,072**	**$ 2,655,486**	**$ 1,214,926**	**$ 812,379**	**$ 4,756,921**	**$ 27,743,784**	**100%**
		66%	**10%**	**4%**	**3%**	**17%**		

Less Allowance for Doubtful Accounts: (9,964,472)
Net Accounts Receivable: **17,779,312**

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GUAM WATERWORKS AUTHORITY
Accounts Payable Aging

SCHEDULE J

As of	**AGING**						Days Payable Outstanding
	Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	> 120 Days	**Total**	
August 31, 2026	$ 2,606,664	$ 159,385	$ 113,469	$ 115,482	$ 202,670	**$ 3,197,671**	
	82%	5%	4%	4%	6%	**100%**	32
July 31, 2026	$ 3,420,634	$ 62,773	$ 17,616	$ 1,943	$ 689,596	**$ 4,192,563**	
	82%	1%	0%	0%	16%	**100%**	35
June 30, 2026	$ 3,420,634	$ 62,773	$ 17,616	$ 1,943	$ 689,596	**$ 4,192,563**	
	82%	1%	0%	0%	16%	**100%**	35

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

CLASS		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)
		AUDITED										UNAUDITED	
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	3,026,475
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	837,978
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	46,616
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	409,424
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	619,815
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,689
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	53,437
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	3,102
	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	4,999,536

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GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of September 30, 2026

Funding Summary

Total available project funds	$	22,446,081
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**10,241,409**

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	280,040	-	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
	$ 12,197,103	**$ 7,569**	**$ 12,204,672**

Future planned projects

Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

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Guam Waterworks Authority	Date: 9/30/2026 Time:

REVIEWS			
TOTAL PUMPS INSTALLED	72	OVERALL AVERAGE	95%
TOTAL PUMPS OPERATIONAL	69	% 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
1	Yigo	20	3	2	67%	OP	A	Work ongoing for pump #3 due to additional issues. Pending delivery of pump chamber stack PO901142	1584155				
2	Gayinero	20	2	2	100%	OP	A						
3	Mataguac	25	2	2	100%	OP	A						
4	Santa Rosa	15	3	3	100%	OP	A						
5	Barrigada 2M	40	2	2	100%	OP	A						
6	Barrigada Heights	30	6	6	100%	OP	A						
7	Chln. Palauan	5	2	2	100%	N/A	N/A						
8	Access	60	2	2	100%	OP	MANUAL	Pump #2 installed 9-15-26					
9	Agana Heights	30	3	3	100%	OP	A						
10	Nimitz Hill	7.5	2	2	100%	N/A	N/A						
11	Adawag	1.5	2	2	100%	N/A	N/A						
12	Pale Kiren	1	1	1	100%	N/A	N/A						
13	Ulloa/Untalan	1	2	2	100%	N/A	N/A						
14	Asan	1.5	2	2	100%	N/A	N/A						
15	Chalan Toming	1.5	1	1	100%	N/A	N/A						
	TOTAL = 15		**35**	**34**	**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	2	67%	OP	M			VFD for pump #2 requires replacement PO 901249 - Parts arrived, installation scheduled for 10-7-26	**1634472**		
2	Brigade	60	3	3	100%	OP	A						
3	Windward Hills	200 / 75	3	3	100%	INOP	A						
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	Sinifa	5	3	2	67%	N/A	N/A	Pump 1 showing fault, shaft not turning. Replacement required.					
	Total=8		**18**	**16**	**89%**								
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	3	100%	OP	A						
3	Pigua	7.5	2	2	100%	OP	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%	INOP	A						
8	Ija	7.5	2	2	100%	N/A	N/A						
	Total=8		**19**	**19**	**100%**								
pump availability =no of operational pumps/no of pumps*100%													

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	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

	Hagatna WWTP		Northern		Agat (ASR)		Hagatna + Northern + Agat	
2026	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Month- Yr	lbs	$	lbs	$	lbs	$	lbs	$
Jan-26	397,800	$35,802	1,050,860	$94,577	53,220	$4,790	1,501,880	$135,169
Feb-26	448,480	$40,363	1,087,520	$97,877	53,800	$4,842	1,589,800	$143,082
Mar-26	356,520	$32,087	791,640	$71,248	70,020	$6,302	1,218,180	$109,636
Apr-26	277,780	$25,000	669,300	$60,237	66,980	$6,028	1,014,060	$91,265
May-26	86,220	$7,760	911,800	$82,062	14,260	$1,283	1,012,280	$91,105
Jun-26	183,100	$16,479	570,180	$51,316	29,340	$2,641	782,620	$70,436
Jul-26	33,660	$3,029	642,460	$57,821	26,160	$2,354	702,280	$63,205
Aug-26	169,900	$15,291	1,058,060	$95,225	34,220	$3,080	1,262,180	$113,596
Sep-26	251,360	$22,622	818,320	$73,649	48,380	$4,354	1,118,060	$100,625
Oct-26		$0		$0		$0	-	$0
Nov-26		$0		$0		$0	-	$0
Dec-26		$0		$0		$0	-	$0
Grand Total	2,204,820	$198,434	7,600,140	$684,013	396,380	$35,674	10,201,340	$918,121
Monthly Avg.	244,980	$22,048	844,460	$76,001	44,042	$3,964	1,133,482	$102,013

NOTE: HWWTP- Sudge production very low this Month due to Clarifier#3 went offline due to Mechanical failure. Clarifier#3 back online now as of May 29th, we have now two Clarifiers online and more wasting daily.

NOTE: ASRWWTP-Sludge production lower this month due to trying to balance out the oxidatioin Tank MLLS and thicken the sludge in digester tank. Still met May 2026 NPDES.

Note: HWWTP-Sludge production low on July's sludge report due to both centrifuges had problems with panel and hydraulics after Bavi Storm . Also During centrifuges are offline Ops. were pumping sludge out of the clarifiers to digesters and later they decant liquids back to Clarifiers for more sludge to waste and keep clarifier sludge low during this time. one Centrifugeis back online on Aug 3rd 2026

Hagatna and Northern WWTP Sludge Report 2023 to present, GWA Operations kcog / da, 10/1/2026

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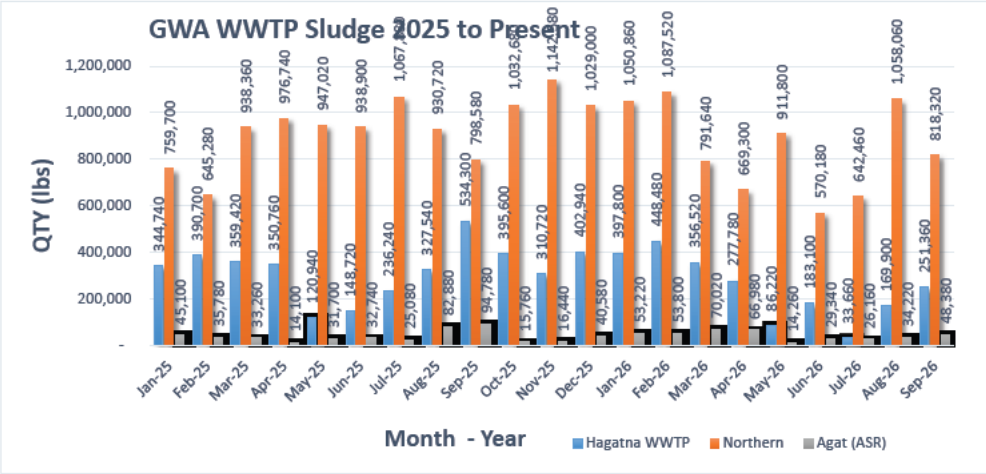

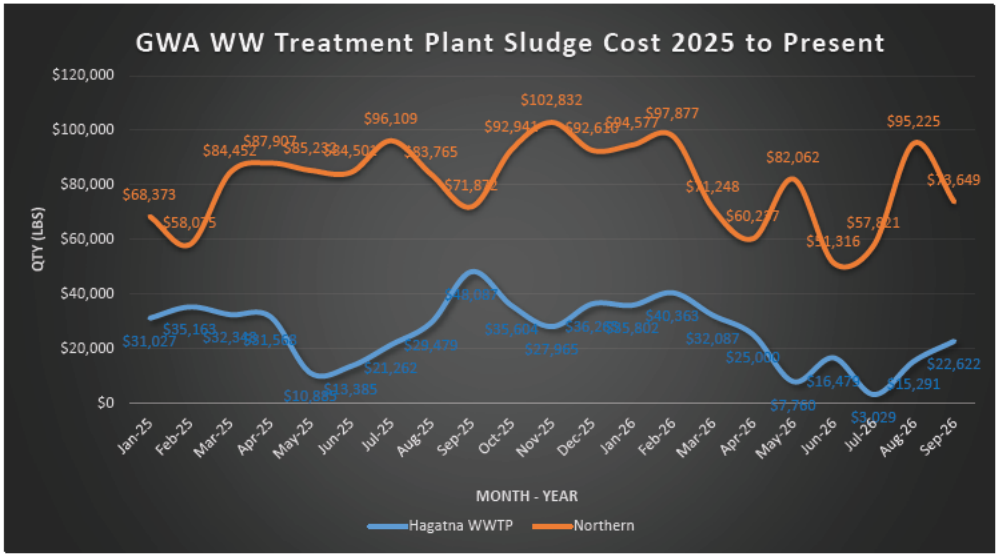

Hagatna and Northern WWTP Sludge Report 2023 to present, GWA Operations kcog / da, 10/1/2026

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Wastewater Treatment Plant Average Monthy Flows Million Gallons Per Day

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
2025Average MGD	**3.32**	**4.94**	**1.47**	**0.42**	**0.11**
2025 Total MGY	**1,213**	**1,803**	**537**	**155**	**41**

2026	Hagatna	Northern	ASR	Umatac	Inarajan
Jan-26	3.07	5.01	1.37	0.41	0.12
Feb-26	3.16	5.08	1.38	0.47	0.13
Mar-26	3.92	5.33	2.51	0.93	0.26
Apr-26	3.21	4.77	1.74	0.57	0.23
May-26	3.47	4.91	1.03	0.34	0.08
Jun-26	3.39	4.76	1.01	0.32	0.05
Jul-26	3.45	4.65	1.87	0.73	0.07
Aug-26	3.96	5.17	2.46	0.77	0.26
Sep-26	4.20	5.04	2.49	0.96	0.21
Oct-26					
Nov-26					
Dec-26					
2026 Average MGD	**3.54**	**4.97**	**1.76**	**0.61**	**0.16**
2026 Total MGY	**967**	**1,357**	**482**	**167**	**43**

GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 10/1/2026

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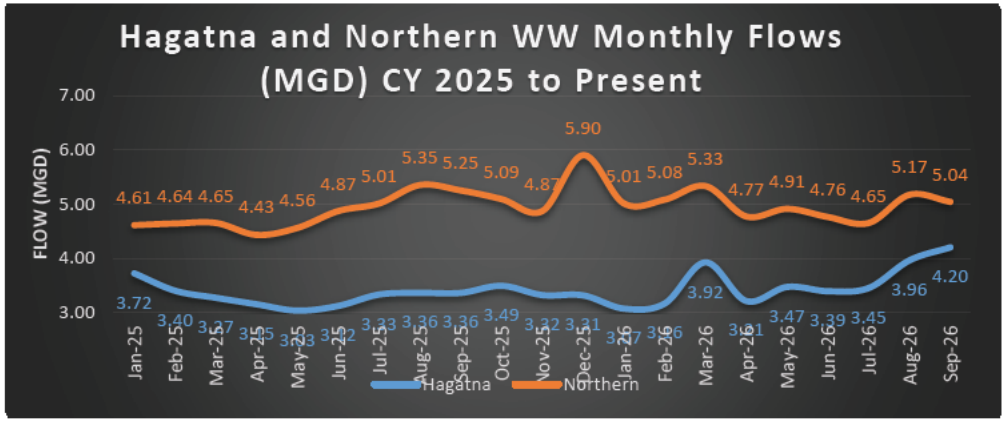

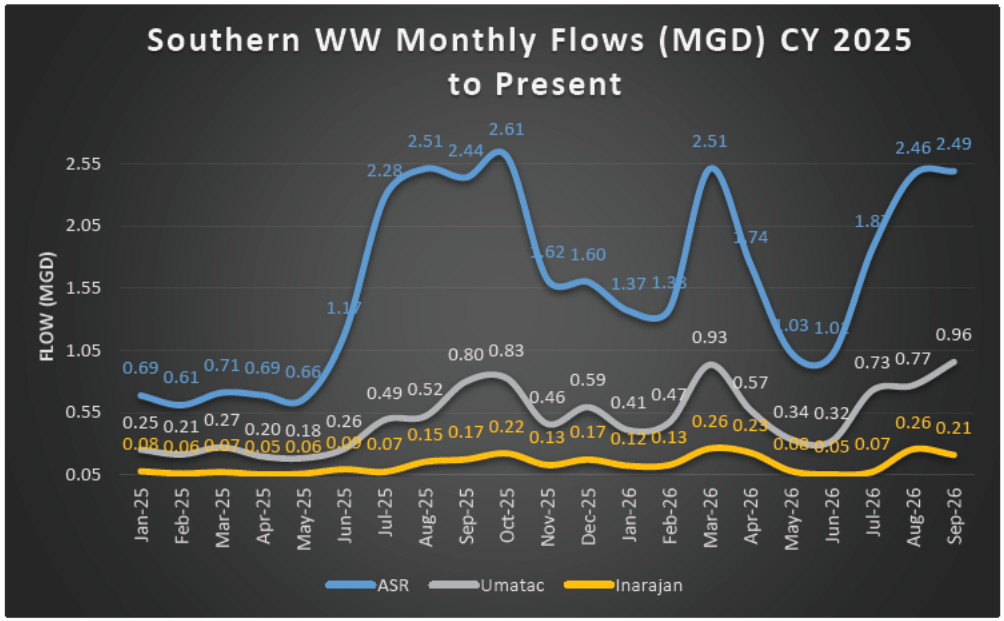

GWA WWT Flow Report 2023 to Present, prepared by kcog/da, 10/1/2026

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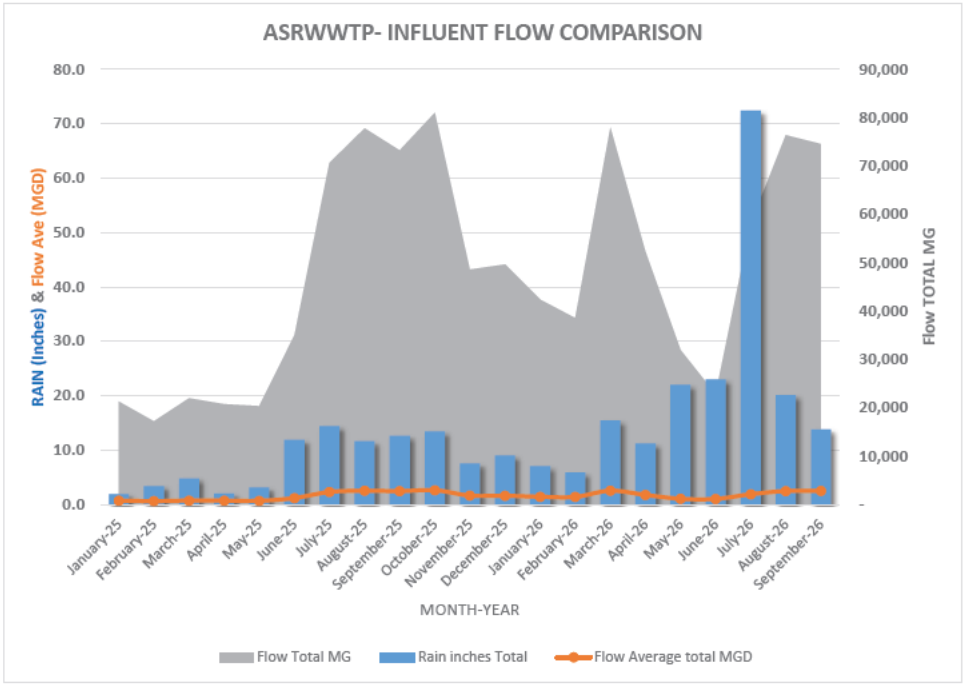
ASRWWTP INFLUENT FLOW vs RAIN COMPARISON

Date	Rain inches Total	Flow Average total MGD	Flow Total MG
January-25	1.9	0.69	21,280
February-25	3.4	0.61	17,200
March-25	4.8	0.71	21,970
April-25	2.0	0.69	20,740
May-25	3.1	0.66	20,330
June-25	11.9	1.17	34,980
July-25	14.4	2.28	70,650
August-25	11.6	2.51	77,800
September-25	12.6	2.44	73,230
October-25	13.4	2.61	81,000
November-25	7.5	1.62	48,560
December-25	9.0	1.6	49,650
January-26	7.0	1.4	42,370
February-26	5.9	1.38	38,540
March-26	15.4	2.51	77,930
April-26	11.2	1.74	52,300
May-26	22.0	1.03	31,930
June-26	23.0	1.01	22,790
July-26	72.4	1.87	58,100
August-26	20.1	2.46	76,400
September-26	13.8	2.49	74,550
October-26			
November-26			
December-26			



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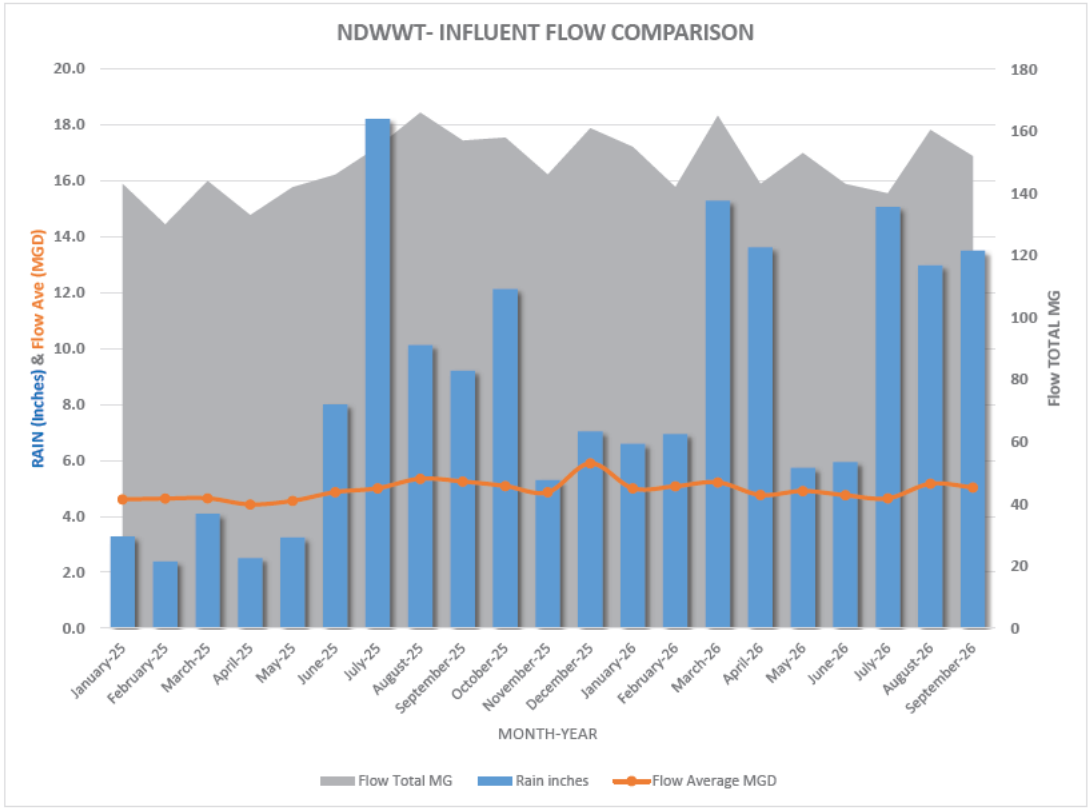
NDWWT INFLUENT FLOW vs RAIN COMPARISON

Date	Rain inches	Flow Average MGD	Flow Total MG
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
January-26	6.6	5.01	155
February-26	7.0	5.08	142
March-26	15.3	5.22	165
April-26	13.6	4.77	143
May-26	5.7	4.91	153
June-26	6.0	4.76	143
July-26	15.1	4.65	140
August-26	13.0	5.17	160
September-26	13.5	5.04	152
October-26			
November-26			
December-26			



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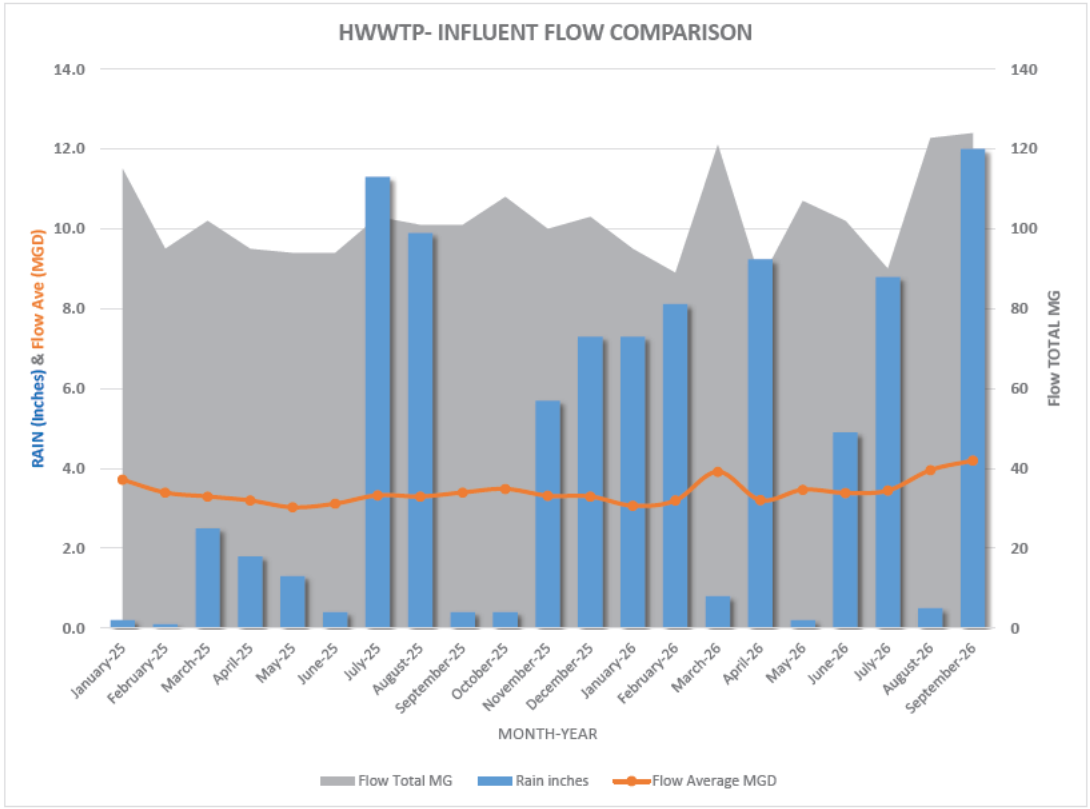
HWWTP INFLUENT FLOW vs RAIN COMPARISON

Date	Rain inches	Flow Average MGD	Flow Total MG
January-25	0.2	3.72	115
February-25	0.1	3.40	95
March-25	2.5	3.30	102
April-25	1.8	3.20	95
May-25	1.3	3.03	94
June-25	0.4	3.12	94
July-25	11.3	3.33	103
August-25	9.9	3.30	101
September-25	0.4	3.40	101
October-25	0.4	3.49	108
November-25	5.7	3.32	100
December-25	7.3	3.30	103
January-26	7.3	3.07	95
February-26	8.1	3.20	89
March-26	0.8	3.92	121
April-26	9.2	3.21	87
May-26	0.2	3.47	107
June-26	4.9	3.39	102
July-26	8.8	3.45	90
August-26	0.5	3.96	123
September-26	12.0	4.20	124
October-26			
November-26			
December-26			



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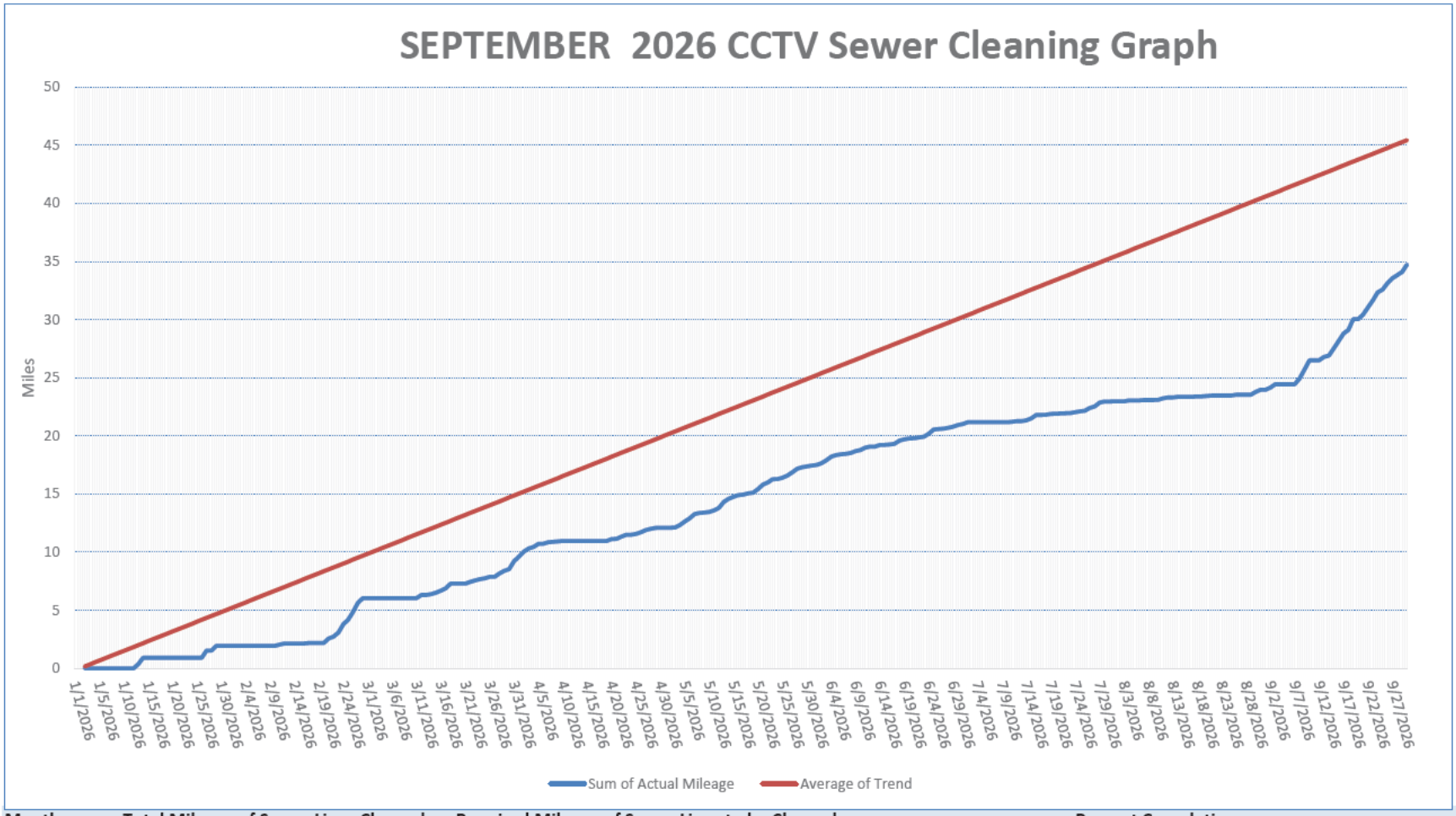

Month	Total Mileage of Sewer Lines Cleaned	Required Mileage of Sewer Lines to be Cleaned	Percent Completion
2026-01	1.94	5.16	37.6%
2026-02	4.10	4.66	87.9%
2026-03	3.16	5.16	61.3%
2026-04	2.90	5.00	57.9%
2026-05	5.35	5.16	103.5%
2026-06	3.48	5.00	69.6%
2026-07	2.02	5.16	39.2%
2026-08	1.01	5.16	19.5%
2026-09	10.78	5.00	215.7%
Grand Total	**34.73**	**45.47**	**76.4%**

→6,207 ft / 5 days = 1,241.4 ft required to be completed daily

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Guam Waterworks Authority		Date:	10/12/2026
REVIEWS			
TOTAL PUMPS INSTALLED	186	OVERAL AVERAGE	87%
TOTAL PUMPS OPERATIONAL	163	% OF OPERATING PUMPS	88%
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%	PORTABLE	A	4/29/26 Pump #1 was picked up from vendor and installed. Pending soft starter installation from electricians. 4/27/26 Pump #2 was removed and brought to maintenance due to motor grounded.	P#2 WO # 1610799	VFDs #3 and #4 are defective. Will be replacing these with softstarters. Pump #3 is operational using #1 controls. Pump #4 is operational and using controls from #2.			P#2 REQ 2027-100229 (pending PO)
2	FUJITA	1	4	3	75%	OP	A	3/19/26 Pump #2 was brought to vendor due to bearing issue.	P#2 WO 1576825				P#2 PO 900727
3	YPAO	1	2	2	100%	OP	A	11/17/25 Pump#1 was removed and brought to vendor for repairs 1/30/26 due to pump burnt. Spare pump was installed on line #1.	P#1 WO 1566418				P#1 PO 900523
4	PASEO DE ORO	1	2	2	100%	OP	A						
5	HARMON	2	2	2	100%	OP	A						
6	ROUTE 16	1	4	2	50%	PORTABLE	M	6/1/26 P#1 was removed due to damaged shaft, 8/6/26, pump was delivered to vendor for repairs. 9/16/26 Pump #3 was removed due to seal failure and brought to maintenance shop.	P#1 WO #1619885 P#3 WO #1651475	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. P#4 online, connected Soft Starter #1. P#3 check valve needs to be replaced.	P#3 WO #1332734		P#1 PO 9011545 P#3 REQ 2027-100256 (pending PO)
7	LATTE DOUBLE TROUBLE	1	2	2	100%	OP	A						
8	LATTE SUN RISE	2	2	2	100%	OP	A	1/3/26 Pump #1 was removed and brought to maintenance due to grounded motor. Delivered to vendor 8/14/26 for repairs. 5/24/26 Pump from Latte Plantation was removed due to burnt motor. New pump arrived and was installed.	P#1 WO# 1583425				PO 901202
9	LATTE SUBMARINE	2	2	2	100%	OP	A						
10	LATTE PLANTATION	2	2	2	100%	OP	A	Pump #1 was removed and being used at Sunrise Villa. 5/24/26 Motor burnt at Sunrise Villa. New pumps arrived and was installed.	WO #1617477				REQ # 2027-100265 (pending PO)
11	PGD	2	2	2	100%	OP	A						
12	MACHECHE	2	2	2	100%	OP	A						
13	HAFA ADAI	2	2	2	100%	OP	A						
14	YPAOPAO	1	3	2	67%	OP	A	Pump #3 was removed 12//11/25 and brought back to vendor due to wrong wiring for voltage after repairs. (Still under warranty)					
15	PACIFIC LATTE	2	2	2	100%	OP	A						
16	YIGO	1	3	2	67%	INOP	A	9/6/26 Pump #2 burnt , pump was removed and delivered to vendor for repairs.	P#2 WO #- 1642618				P#2 PO 901010
17	ZERO DOWN	2	2	2	100%	INOP	A						
18	SANTA ANA	2	2	2	100%	INOP	A						
19	MACHANAONAO	1	2	1	50%	OP	A	Pump #1 is secured but still operational.		Pump #1 impeller was removed and being used at Ypao PS. New impeller arrived but causing high amps on pump. Vendor will be replacing due to wrong impeller.			Impeller PO 800761
20	FEMA 96	2	2	2	100%	INOP	A						
21	ASTUMBO 1	2	2	2	100%	OP	A						
22	ASTUMBO 2	2	2	2	100%	OP	A						
Total	**22**		**52**	**44**	**85%**								

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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%	INOP	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	2	67%	INOP	M	6/9/26 Pump #2 was removed and brought to maintenance due to bearing issue.	WO # 1612681				REQ 2027-100255 (pending PO)
3	PITI	1	2	2	100%	OP	A						
4	ASAN	1	2	2	100%	OP	A						
5	SINAJANA	2	2	1	50%	OP	A	10/9/26 P#1 was removed and brought to maintenacne due to grounded motor	WO # 1651479				REQ 2027-100247 (pending PO)
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.) IFB 2026-08
7	ORDOT	2	2	2	100%	OP	A						
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%	OP	A						
12	DOUBLE SHAFT	1	3	3	100%	INOP	M						
13	NAMU	2	1	1	100%	OP	A						
14	TAI MANGILAO	1	3	2	67%	OP	A	9/14/26 Pump #2 grounded motor, removed and brought to maintenance shop	WO# 1644239				REQ 2027-100257 (pendng PO)
15	MANGILAO	1	2	2	100%	INOP	A						
16	FADIAN	2	2	1	50%	OP	A	9/2//26 Pump #2 was removed due to broken impeller	WO # 1641733				Impeller- REQ 2027-100155
17	LEYANG	2	2	1	50%	INOP	A	8/17/26 P#2 was removed due to bearing issue,	WO # 1629586				REQ 2027-100245 (pending PO)
18	SAGAN BONITA 1	2	2	1	50%	OP	M	1/13/26 Pump 1 was removed due to grounded motor and sent to vendor 2/26/26. 1/31/26 Pump #2 was removed due to grounded motor and sent to vendor 2/26/26. Spare pump was installed.	P#1 WO #1584697 P#2 WO #1592351			ETA for repair kits mid Nov 2026	P#1 PO 900660 P#2 PO 900661
19	SAGAN BONITA 2	2	2	2	100%	OP	A	9/24/25, Pump #2 was removed and delivered to vendor for repairs 1/27/26 due to motor grounded. New motor from Supply was installed.	WO # 1559356				PO 900499
20	DAIRY	1	2	2	100%	OP	A						
21	BARRIGADA	1	2	2	100%	OP	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	M						
25	MAITE	2	2	2	100%	INOP	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	10/7/26 Pump #3 was removed and brought to maintenance shop due to seal failure. P2 was removed and placed on line #3.	WO #1650128	#2 controls pending contactor from electricians.	WO #1651643		P#3 REQ 2027-100262 (pending PO)
29	AGANA MAIN	1	4	3	75%	PORTABLE	M	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	Replacement of VFDs was put on hold due to station upgrades with engineerng project.			
30	LOWER SUNSET	2	2	1	50%	N/A	N/A	Pump #1 in operation. Pump #2 needs to be replaced. (pumps arrived)	WO #1452742	Electricians will be working on control panel to run 2nd pump.			PO 900975
Total	**30**		**66**	**55**	**83%**								

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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	3	75%	OP	MAN	9/4/26 69043 broken shaft. Needs repair. 8/30/26 69044 Broken shaft. Shaft was repaired. At station pending sealant for pothead.	69043 - WO #1642626 69044 - WO #1641064				69043- REQ 2027-100250 (pending PO)
2	PUMP STATION #11	2	2	2	100%	INOP	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%	INOP	AUTO						
11	TALAFOFO	1	2	2	100%	OP	AUTO						
12	PAGACHAO	2	2	1	50%	PORTABLE /INOP	INOP	4/28/26 Pump #2 was removed and brought to maintenance due to grounded motor	P#2 WO # 1610864				REQ 2027-100237 (pending PO)
13	CHALIGAN	2	2	1	50%	OP	AUTO	10/9/26 Pump #1 was removed due to seal failure	WO #1648476				REQ 2027-100246 (pending PO)
14	EJECTOR #2	2	2	2	100%	PORTABLE /INOP	AUTO						
15	EJECTOR #3	2	2	2	100%	PORTABLE /INOP	INOP						
16	EJECTOR #4	2	2	2	100%	PORTABLE /INOP	INOP						
17	EJECTOR #5	2	2	2	100%	PORTABLE/INOP	INOP						
18	EJECTOR #6	2	2	2	100%	PORTABLE/INOP	AUTO						
19	EJECTOR #7	2	2	2	100%	PORTABLE/INOP	AUTO						
20	NORTH REYES	2	2	2	100%	PORTABLE/INOP	M	12/17/25 Pump #1 was removed and brought to mainteance due to grounded motor. New pump was installed.	P#1 WO- 1584009				REQ 2027-100266 (pending PO)
21	LEYON #3 (DanDan)	2	2	1	50%	OP	AUTO	7/22/26 Pump #1 was removed due to grounded motor.	WO #1629571				REQ 2027-100252 (pending PO)
22	LEYON #4	2	2	2	100%	OP	AUTO						
23	MTL PUMP STATION	2	1	1	100%	PORTABLE/INOP	M						
24	Baza P/S	1	3	3	100%	OP	AUTO	66066 at Windward Hills line #1. 66067 at Windward 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. 9/8/26 61105 was removed and brought to shop due seal failure. 61106 was removed 7/2024 due to seal failure and delivered to vendor 12/16/24 for repairs 61107 at Baza PS line #1.	61105 - WO # 1638979 61106 - WO # 1461495				61105 - REQ 2027-100254 (pending PO) 61106 - PO 800133
26	Aplacho	1	3	3	100%	OP	AUTO	7027 is currently installed on line #1. 7028 is at vendor 5/12/25 for rebuild. 7029 currently installed on line #2. 3/14/26 7030 was removed due to seal failure Pump delivered to vendor on 8/25/26. Spare pump installed on line #3.	7028- WO# 1473573 7030 -WO# 1600992				7028 PO 800783 7030 PO 901213
27	Ladera #1	2	2	2	100%	PORTABLE	AUTO						
28	Ladera #2	2	2	2	100%	PORTABLE	AUTO						
29	Ayuyu	2	2	2	100%	PORTABLE	AUTO						
30	Tenorio	2	2	2	100%	PORTABLE	AUTO						
31	Taitague	2	2	2	100%	PORTABLE	AUTO						
32	Hyundai	2	2	2	100%	OP	AUTO						
	32		**68**	**64**	**94%**								

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

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. • 9/23/2026 GWA Legal Counsel submitted a follow-up inquiry to Attorney Miller regarding the land registration status of Lot 10164. • 9/23/2026 Attorney Miller responded that they do not have any active land registration matters. He indicated that he would contact the client to determine the appropriate direction and provide further guidance.
	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.
	Chaot – T198 L70, Asan	Private	PFAS & Emergent Contaminant Project: • 7/30/2026 GWA Letter of Interest for property acquisition sent out to property owner/real estate agent • 09/11/2026 I spoke with the agent, and she will provide written authorization via email for the appraisal report request for GWA. • 09/24/2026 Follow up call made. The agent indicated that she would contact me tomorrow to discuss and address inquiries from the property owner

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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			• 09/28/2026 Agent advised Marianas Ventures is in the process of getting its property appraised. As soon as this is completed, Marianas Ventures will list the property for sale and get back to GWA.
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	• 11/24/2025 GWA letter of interest sent and received by property owner (Anna Kao) • 12/10/2025 GWA offer letter sent and received by property owner (Anna Kao) • 01/26/2026 Offer rejection letter from Anna Kao received • 03/17/2026 Received letter from Anna Kao requesting more time (couple months) to decide whether to sell properties. • 04/21/2026 Received counter-offer letter from Anna Kao • 04/27/2026 GWA response letter to counter-offer request for additional time • 06/08/2026 GWA request for additional supporting documentation regarding the purchase of the property from the property owner. • 7/01/2026 Property owner submits requested documentation • 7/30/2026 GWA counteroffer with new offer to property owner • 08/14/2026 GWA Letter of acceptance of counter-counter offer acknowledged and received by property owner • 09/03/2026 The Land Purchase and Sale Agreement has been finalized, and escrow has been opened with the Title and Escrow Company.
Gill Breeze Subdivision Water and Wastewater	T941 B1 L1, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM
	Lot 7048-6, Tract 238, Gayinero, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM

GUAM WATERWORKS AUTHORITY

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Infrastructure Project	L7093-1-R1, Yigo (waterline easement)	Private	• 09/14/2026 GWA offer letter for a 20-foot utility easement sent for review and approval to GM
	T94002 B4 L5, Yigo (Pump station)	Private	• Pending appraisal report from DCA

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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

October 15, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Litigation Matters in Executive Session during Guam Waterworks Authority Work Session on October 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 October 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/am

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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, October 22, 2026 at 8:30 a.m.

1. **CALL TO ORDER**
2. **ISSUES FOR DECISION**
   - 2.1 **GPA Resolution No. FY2027-03 -**Relative to Authorize the Management of the Guam Power Authority to Award Line of Credit Authority for Fuel Purchases to Bank of Guam
   - 2.2 **GPA Resolution No. FY2027-04 -** Relative to Authorize the Management of the Guam Power Authority to Award the Casualty Insurance
   - 2.3 **GPA Resolution No. FY2027-05 -** Relative to Authorize the Guam Power Authority to Award Property Insurance
   - 2.4 **GPA Resolution No. FY2027-06 / GWA Resolution No. 02-FY2027 -** Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU)
   - 2.5 **GPA Resolution No. FY2027-07 -** Relative to the Approval of a Two-Year Extension to the Bulk Supply of Diesel Fuel Oil No. 2 Contract with Hyundai Corporation, Contract No. GPA-040-23
   - 2.6 **GPA Resolution No. FY2027-08 -** Relative to Authorizing the Guam Power Authority to Procure Construction Services for the P-087 GWA Underground Conversion Project
3. **GM REPORT**
   - 3.1 Engineering and Technical Services
   - 3.2 Administration
   - 3.3 Finance
   - 3.4 Operations
4. **OTHER DISCUSSION**
5. **ANNOUNCEMENTS**
   - 5.1 Next meeting: Friday, October 23, 2026, 8:30 a.m. – CCU Special Meeting;
     Tuesday, October 27, 2026, 5:30 p.m. - CCU Regular Meeting
6. **ADJOURNMENT**

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No.
GPA RESOLUTION NO.: FY2027-03

Relative to Authorize the Management of the Guam Power Authority to Award Line of Credit Facility for Fuel Purchases to Bank of Guam

What is the project's objective? Is it necessary and urgent?
The escalation of the Iran conflict and closure of the Strait of Hormuz in March 2026 caused significant oil supply disruptions, driving crude prices to nearly $300 per barrel. As a result, GPA's fuel shipment costs increased from approximately $25 million to an estimated $60 million, creating immediate liquidity pressure.

Pursuant to 12 GCA § 8241, the Authority may enter into short-term borrowing agreements of up to five years. The CCU authorized GPA management to establish a fuel-only Line of Credit of up to $100 million, which the PUC subsequently reduced to $70 million.

Accordingly, GEDA, on behalf of GPA, issued RFP 26-003 for a revolving credit facility of up to $70 million, with a three-year initial term and two optional one-year extensions. Three proposals were received by the September 16, 2026 deadline, and all three proponents were selected to collectively provide the $70 million facility.

Bank of Guam is one of the three selected proponents.

Where is the location?
Guam Power Authority

How much will it cost?
Bank of Guam has proposed the following terms and conditions below.

Facility Amount:	$37,500,000 (Offered up to $70,000,000)
Facility Type:	Revolving Line of Credit
Facility Fee:	$187,500 (1-time for 3-year term)
Interest Rate:	Tax-Exempt 7.00%
Term:	3-year term
	Annual option as requested and subject to mutual agreement

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
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GPA RESOLUTION NO. FY2027-03

RELATIVE TO AUTHORIZATION OF MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD LINE OF CREDIT FACILITY FOR FUEL PURCHASES TO BANK OF GUAM

WHEREAS, the escalation of the Iran conflict and the subsequent closure of the Strait of Hormuz in March 2026 have triggered significant supply disruption in the modern oil market, driving crude prices to unprecedented levels near $300 per barrel; and

WHEREAS, this global volatility has substantially increased Guam Power Authority's (GPA) fuel shipment costs, from an average of $25 million to an estimated $60 million per shipment, thereby creating an immediate strain on the Authority's operational liquidity; and

WHEREAS, GPA management has determined that securing a Line of Credit (LOC) or similar short-term financing facility is necessary to manage and distribute extraordinary fuel costs over time, mitigate immediate rate shock to ratepayers, and provide GPA with the flexibility to fund fuel purchases as needed and repay such obligations as revenues are collected, thereby ensuring continuity and reliability of fuel supply; and

WHEREAS, the Authority is authorized pursuant to 12 GCA § 8241 to enter into short-term borrowing agreements for periods not exceeding five (5) years and to incur debt necessary for its operations, subject to the review and approval of the Consolidated Commission on Utilities and the Governor; and

WHEREAS, the Consolidated Commission on Utilities authorized GPA to solicit, negotiate, and enter into a Line of Credit facility with a qualified financial institution in an amount not to exceed $100,000,000, with proceeds from the Line of Credit to be used solely for the procurement of fuel necessitated by extraordinary volatility in global fuel prices, and the Public

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Utilities Commission (PUC) subsequently reduced the authorized Line of Credit request to $70,000,000, which shall be used solely to fund fuel costs; and

WHEREAS, the contract review protocol established by PUC requires that all contracts in excess of $1.5 million be authorized by the PUC; and

WHEREAS, on August 24, 2026, the Guam Economic Development Authority (GEDA), on behalf of the Guam Power Authority, issued a Request for Proposal (RFP 26-003) seeking qualified financial institutions to provide a revolving credit facility of up to $70,000,000 to be drawn down on an as needed basis with initial term of three (3) years and an option to extend for two (2), one (1) year terms upon mutual agreement; and

WHEREAS, three proposals were received by the September 16, 2026 submission deadline, and all three proponents were selected to collectively provide the Authority with a $70,000,000 revolving credit facility through separate agreement; and

WHEREAS, Bank of Guam is one of three selected proponents offering a revolving line of credit; and

WHEREAS, following a review and evaluation of the proposals and the respective terms and conditions offered by each proponent, the Committee recommends awarding Bank of Guam a portion of the $70,000,000 credit facility, and tentatively offers the following terms and conditions, subject to final negotiation and mutual agreement:

a. Facility Amount:
   $37,500,000 Revolving Line of Credit
b. Commitment/Facility Fee:
   Not to exceed 1% of the committed facility amount
c. Facility Terms:
   Three years, with up to two optional one-year extensions by written mutual agreement
d. Interest Rate:
   Not to exceed the applicable Prime Rate plus 1%; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

NOW, THEREFORE, BE IT RESOLVED, the Consolidated Commission on Utilities, as the Governing Body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

1. The General Manager of GPA is authorized to enter into an agreement with Bank of Guam for a $37,500,000 revolving line of credit facility, substantially in accordance with the terms and conditions presented herein.

2. Proceeds from the line of credit shall be used solely for the procurement of fuel necessitated by extraordinary volatility in global fuel prices.

3. The General Manager is authorized to seek the Governor's approval and to take all actions necessary and appropriate to implement this Resolution, including petitioning the Guam Public Utilities Commission for its review and final approval of the revolving line of credit facility.

4. The General Manager, and such other officers or employees of GPA as may be designated by the General Manager in writing, are hereby authorized and directed to take all actions and execute all documents, agreements, certifications, and account instruments necessary or appropriate to carry out the purposes and intent of this Resolution in connection with such financial accounts and transactions, including without limitation, the authority for GPA to open, establish, maintain and administer bank accounts; deposit, withdraw, and transfer funds among GPA accounts; and to sign financial instruments including checks, line of credits, bank transfers and other transaction documents; and to authorize payments; or to take any such other action as may be necessary or any such further action necessary to ensure that sufficient funds are deposited into the applicable account or accounts to satisfy the Bank's unique terms and requirements affirming that sufficient funds be available to cover all scheduled payments to be maintained therein in connection with such accounts and transactions.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

5. Upon receipt of all required approvals and applicable conditions, the General Manager, or his authorized designee(s), is authorized to request and receive advances under the revolving line of credit, subject to the availability of committed funds and the terms and conditions of the facility, and to ensure timely payment of all principal, interest, fees, and other amounts due under the facility in accordance with the applicable financing documents.

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 October 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: _____

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LINE OF CREDIT

Facility Summary

October 22, 2026

Prepared for the Consolidated Commission on Utilities

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Facility Snapshot

Bank of America

$22.5M

Floating Rate
Term Loan

Facility Fee
$57,500

Interest Rate
SOFR + 2.55%

One-time draw, 364-day maturity

Coast360

$10.0M

Revolving
Line of Credit

Facility Fee
$100,000

Interest Rate
SOFR + 3.00%

3-year term + two 1-yr extensions

Bank of Guam

$37.5M*

Revolving
Line of Credit

Facility Fee
$187,500

Interest Rate
Tax-Exempt 7.00%

*Informed of $37.5M (offered $70M)

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Detailed Comparison

Feature	Bank of America	Coast360	Bank of Guam
Facility Amount	$22,500,000	$10,000,000	$37,500,000* (Offered up to $70M)
Facility Type	Floating Rate Term Loan	Revolving Line of Credit	Revolving Line of Credit
Commitment / Facility Fee	$57,500 (Closing fees estimated)	$100,000 (1% of committed amount) 1-time for 3-year term	$187,500 (0.5% of facility amount) 1-time for 3-year term
Draw Notice	—	7 business days	7 business days
Interest Rate	Daily SOFR + 2.55% Current rate: 6.32%	30-day Avg SOFR + 3.00% (adj. annually) Current rate: 6.77%	Tax-Exempt Variable Bank of Guam Ref. Rate Currently 7.00%

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Terms & Structure

Bank of America

- Monthly principal payment of $2,000,000
- Principal payable concurrently with interest on each Interest Payment Date (1st Business Day of each month)
- One-time draw maturing 364 days from closing
- Future term loans subject to notification and mutual agreement

Coast360

- Each advance may remain outstanding up to 360 days
- No advance may mature later than the Facility's Absolute Maturity Date
- Three years from Closing Date
- Two optional one-year extensions by written mutual agreement

Bank of Guam

- Three-year draw period
- Each line draw to be fully repaid in 180 days
- Three years from Closing Date
- Annual option as requested and subject to mutual agreement

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
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Issues for Decision

Resolution No.
GPA RESOLUTION NO. FY2027-04

RELATIVE TO THE AUTHORIZE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CASUALTY INSURANCE

What is the project's objective? Is it necessary and urgent?
Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry."

GPA's current casualty insurance coverage expires November 1, 2026. GPA consolidated its insurance requirements under Multi-Step Bid No. MS GPA-060-26; however, only the incumbent provider, AM Insurance, submitted a proposal, with premiums approximately 29% higher than prior premiums and exceeding the Government's estimate. The bid was therefore cancelled, and GPA proceeded with a sole-source negotiation to obtain reduced pricing. GPA recommends awarding the casualty insurance coverage to AM Insurance for a three policy periods from November 1, 2026 to November 1, 2029, with two additional one-year renewal options.

Where is the location?
The coverage automobile liability insurance, general liability insurance, crime insurance, excess liability, workers' compensation, and directors' and officers' liability insurance, and professional liability insurance as a single casualty.

How much will it cost?
The annual collective premium is $577,860.
The three-year contract, with two one-year option periods, is estimated at $2,889,300.

When will it be completed?
Coverage will be provided for an initial three-year policy period, from November 1, 2026, through November 1, 2029, with two additional one-year renewal options.

What is its funding source?
Revenue funded

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CONSOLIDATED COMMISSION ON UTILITIES
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GPA RESOLUTION NO. FY2027-04

RELATIVE TO AUTHORIZE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CASUALTY INSURANCE

WHEREAS, the Consolidated Commissions on Utilities has determined that it is prudent and reasonable business practice to maintain coverage on Guam Power Authority's assets to the extent practical; and

WHEREAS, the Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain adequate workmen's compensation insurance for all employees of the Authority at any time employed in the construction, operation, maintenance, repair or reconstruction of the system, and will secure and maintain general and automotive liability insurance relating to the operation of the System. Such general and automotive liability insurance shall be in an amount not less than $1,000,000 for injuries, including death, to any one person, and in an amount not less than $2,000,000 for injuries, including death, to two or more persons, on account of any one accident, and property damage insurance in an amount not less than $1,000,000 for each occurrence. The Board will also take out and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Authority."; and

WHEREAS, the indenture further requires GPA to carry insurance "of scope and nature as that usually carried in the industry";

WHEREAS, GPA's existing Casualty Insurance policy coverage will expire on November 1, 2026; and

WHEREAS, for administrative ease, GPA combined the automobile liability insurance, general liability insurance, crime insurance, excess liability, workers' compensation, and directors' and officers' liability insurance, and professional liability insurance as a single casualty

DRAFT

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insurance bid and solicited these requirements under multi step bid MS GPA-060-26, for a three-year (3) term with options for two (2) additional one (1) year extensions coverage; and

WHEREAS, three vendors registered as interested bidders; however, only one vendor submitted a proposal, which is GPA's incumbent provider; and

WHEREAS, the initial premiums came at higher than the prior premium by 29%, MS GPA-060-26 was cancelled and a sole-source was conducted to negotiate a reduced premium; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of $1.5 million be authorized by the PUC; and

WHEREAS, GPA recommends to award the new casualty line of insurance policies to AM Insurance, a local insurance brokerage firm, and its affiliate for the three policy periods from November 1, 2026 to November 1, 2029, with two additional one-year renewal options. The broker and the underwriters are prepared to offer the following multi-year terms:

The annual premium of $577,860.

Line of Insurance	Premium
General Liability	$ 84,800
Auto	77,991
Excess Liability	204,804
Workers' Compensation	15,236
Blanket Crime	55,873
Directors & Officers	95,956
Commercial Floater	43,200

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities, as the governing body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

1. The GPA General Manager is authorized to enter into a contract with AM Insurance and its affiliates.

2. The GPA General Manager is authorized to accept the terms of the casualty line of insurance policies offered by AM Insurance and its affiliates for a combined annual premium of $577,860 for each of the three policy periods commencing November 1, 2026, and ending November 1, 2029, with two additional one-year renewal options.

3. The three-year contract, with two one-year option periods, is estimated at $2,889,300.

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 October, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

I, **Melvin F. 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: _____

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CASUALTY INSURANCE · FY 2026–2027

FY2026 Actual	Original Proposal	Revised Proposal	Requested Approval
$745,188	**$959,817**	**$758,060**	**$577,860**
Baseline	+29% vs FY26	+1.7% vs FY26	−22% vs FY26

NEGOTIATION HIGHLIGHTS

D&O Limit Reduction

$20M → $15M coverage
Saves ~$21k vs original proposal structure

Multi-Year Terms

Auto, Floater & Crime locked for 3 years
rate stability secured

Higher GL Deductible

$5k → $100k deductible
Premium reduced to $84,800 (−$30k)

Self-Insure PL

Professional Liability excluded from request
Saves $261,250

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CASUALTY INSURANCE · FY 2026–2027

COVERAGE DETAIL

DESCRIPTION	FY2025	FY2026	Proposal Annual	Options	Revised Proposal	Requested	Notes / Coverage Terms	vs Proposal
Excess Liability · Calvo's/AIG								
• $100M coverage	$204,804	$204,804	$223,587		**$204,804**	**$204,804**	Auto, GL, Workers' Comp	−$18,783
• $75M coverage				$244,800				
• Terrorism			$15,651					
General Liability · Moylan's/DB								
• $5,000 deductible	$81,275	$81,275	$115,000				$1M / $2M aggregate	
• $100,000 deductible					**$84,800**	**$84,800**	$1M / $2M aggregate	−$30,200
Auto Liability · DB	**$57,500**	**$65,024**	**$89,742**	$81,908	**$77,991**	**$77,991**	B/I – $1M, 3-year term	−$11,751
Commercial Floater · DB	**$34,965**	**$34,965**	**$60,000**	$54,000	**$43,200**	**$43,200**	$6M, 3-yr; equip >$100k; $1k ded.	−$16,800
Excess WC · Calvo's/AIG	**$15,236**	**$15,236**	**$15,236**		**$15,236**	**$15,236**	$1M excess of $100k	—
Blanket Crime · DB	**$49,034**	**$49,034**	**$62,081**	$55,873	**$55,873**	**$55,873**	$2M, 3-yr; $75k deductible	−$6,208

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CASUALTY INSURANCE · FY 2026–2027

DESCRIPTION	FY2025	FY2026	Proposal Annual	Options	Revised Proposal	Requested	Notes / Coverage Terms	vs Proposal
Directors & Officers · Calvo's/AIG								
• $25M coverage	$104,501	$149,500	—					
• $20M coverage			$117,270					
• $15M coverage				$95,956	**$95,956**	**$95,956**		−$21,314
• $10M coverage				$74,632				
Prof. Liability · Prior Calvo's/ Current Lloyd's								
• $1M coverage	$145,350	$145,350	$261,250		**$180,200**	—	$1M; $100k deductible	−$261,250
GRAND TOTAL	**$692,665**	**$745,188**	**$959,817**		**$758,060**	**$577,860**		

NEGOTIATION OUTCOME

$381,957

annual savings vs original proposal

Key drivers: D&O limit reduction ($20M → $15M) · Multi-year terms on Auto, Floater & Crime · Higher GL deductible ($100k) · Self-Insure Professional Liability

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No.
GPA RESOLUTION NO. FY2027-05

RELATIVE TO THE AUTHORIE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE PROPERTY INSURANCE

What is the project's objective? Is it necessary and urgent?
Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry."

GPA's current Property Insurance policy's year is set to expire on November 1, 2026, and GPA would like to exercise the third one-year option to renew. GPA recommends exercising the third one-year option with AM Insurance, a local insurance brokerage firm, and its affiliates for the period from November 1, 2026, to November 1, 2027.

Where is the location?
The coverage will be for all GPA covered assets.

How much will it cost?
The annual premium will be $6,219,657 for property insurance and $132,600 for cyber insurance, for a combined total of $6,352,257.

When will it be completed?
Coverage for the period from November 1, 2026, to November 1, 2027

What is its funding source?
Revenue funded

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

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GPA RESOLUTION NO. FY2027-05

RELATIVE TO AUTHORIZE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO RENEW THE PROPERTY INSURANCE

WHEREAS, the Consolidated Commission on Utilities has determined that it is prudent and reasonable business practice to maintain coverage on Guam Power Authority's assets to the extent practical; and

WHEREAS, the Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost"; and

WHEREAS, the indenture further requires GPA to carry insurance "of scope and nature as that usually carried in the industry"; and

WHEREAS, GPA's Property Insurance policy was awarded to AM Insurance, a local insurance brokerage firm and its affiliates, in October 2023 for a one (1) year policy period beginning November 1, 2023, to October 31, 2024, with four one-year options to renew; and

WHEREAS, GPA's existing Property Insurance policy coverage is set to expire on November 1, 2026; and GPA would like to exercise the third one-year option to renew; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of $1.5 million be authorized by the PUC; and

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the insurance broking team has worked to improve the terms and conditions of GPA's property insurance and will continue evaluating available options before the November 1, 2026 renewal date; and

WHEREAS, GPA recommends renewing the contract with AM Insurance, a local insurance brokerage firm, and its affiliates for the period from November 1, 2026 to November 1, 2027, and the broker and the underwriters are prepared to offer the following:

- The annual premiums will be $6,219,657 for property insurance and $132,600 for cyber insurance, for a combined total of $6,352,257, for the policy period from November 1, 2026 to November 1, 2027; and

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities, as the governing body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

1. The GPA General Manager is authorized to enter into a contract with AM Insurance and its affiliates, by which AM Insurance and its affiliates will provide property and cyber insurance coverage for the period from November 1, 2026 to November 1, 2027.

2. The GPA General Manager is authorized to accept the terms of the renewal premium offered by AM Insurance and its affiliates at a cost of $6,352,257 for the policy period coverage between November 1, 2026 and November 1, 2027.

3. Management is authorized to work with the insurance consultant, broker, and underwriters to continue to look at options to reduce insurance premiums.

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

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

DULY AND REGULARLY ADOPTED, this 27th day of October, 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 F. 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: _____

///

Premium Breakdown

Insurance component	2026/27 premium
Property insurance	$6,219,657
Cybersecurity insurance	$132,600
Combined total	$6,352,257

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Property Insurance History

Policy year	Insured	Insured value	Value change	Property premium	Premium change ($)	Rate	Claims
2014/15	$300 Mil	$1,437,978,000	(4.37%)	$4,855,119	($551,503)	0.3376%	0
2015/16	$300 Mil	$1,437,978,000	0.00%	$6,662,309	+$1,807,190	0.4633%	$160 Mil
2016/17	$300 Mil	$1,437,978,000	0.00%	$6,450,000	($212,309)	0.4485%	0
2017/18	$300 Mil	$1,437,978,000	0.00%	$6,694,749	+$244,749	0.4656%	0
2018/19	$300 Mil	$1,190,984,552	(17.18%)	$4,422,692	($2,272,057)	0.3713%	0
2019/20	$200 Mil	$1,229,321,733	+3.22%	$5,252,334	+$829,642	0.4273%	0
2020/21	$200 Mil	$994,029,929	(19.14%)	$5,252,334	$0	0.5284%	0
2021/22	$200 Mil	$1,041,633,681	+4.79%	$5,788,643	+$536,309	0.5557%	0
2022/23	$200 Mil	$1,112,171,290	+6.77%	$6,670,980	+$882,337	0.5998%	0
2023/24	$200 Mil	$1,112,171,290	0.00%	$7,165,858	+$494,878	0.6443%	0
2024/25	$200 Mil	$1,090,622,465	(1.94%)	$7,056,365	($109,493)	0.6470%	0
2025/26	$150 Mil	$968,260,635*	-11.22%	$6,719,657	($336,708)	0.6940%	0
2026/27	**$150 Mil**	**$969,870,453**	**+0.17%**	**$6,219,657**	**($500,000)**	**0.6413%**	**0**

*2025/26 value reduced $200M by sub-limiting Cabras 1 & 2 to $50M each. Premiums per Resolution 2027-05.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Parametric Options

Base Property coverage ($150M All-Risk) premium is $6,219,657. Parametric layers are optional Cat-in-Circle covers (JTWC 1-min winds) that can be added on top.

Option	Limit	Distance Bands	Incremental Premium	Total Annual Premium	Key Feature
1 – Property Only	$150M	—	—	**$6,219,657**	Base All-Risk + B&M + Terrorism
2 – + Parametric	$5M	25 mi / 50 mi	**+$125,000**	**$6,344,657**	Lowest-cost parametric add-on
3 – + Parametric	$5M	30 mi / 50 mi	**+$225,000**	**$6,444,657**	Wider inner trigger + higher Cat-4 %
4 – + Parametric	$7.5M	25 mi / 50 mi	**+$400,000**	**$6,619,657**	Highest parametric limit

Payout Structure – Options 2 & 4 (25/50 mi)

Cat 4 (≥130 – <157 mph): 50% inside 25 mi / 25% between 25–50 mi
Cat 5 (≥157 mph): 100% inside 25 mi / 50% between 25–50 mi

Same distance bands; differ only by limit & premium.

Payout Structure – Option 3 (30/50 mi)

Cat 4 (≥130 – <157 mph): 60% inside 30 mi / 40% between 30–50 mi
Cat 5 (≥157 mph): 100% inside 30 mi / 50%* between 30–50 mi

**Wider inner ring trades higher premium for broader trigger.*

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 02-FY2027 (GWA) / FY2027-06 (GPA)
Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

What is the project's objective and is it necessary and urgent?
The resolution sets uniform procedures for Commissioners to attend and vote remotely by video teleconference. It implements 5 GCA § 43121 and CCU Standing Rule 1.2.5.8. It is necessary because 5 GCA § 43121(c) provides that boards and commissions shall develop rules governing the use of video teleconferencing for their members, and CCU Standing Rule 1.2.5.8 authorizes the establishment of procedures for electronic voting. It also helps Commissioners who cannot be physically present take part, keeps Commission business moving, and ensures every vote is documented in the official record.

Where is the location?
Not applicable. This is a Commission governance and procedural resolution

How much will it cost?
No Cost.

When will it be completed?
The resolution takes effect immediately upon adoption by the CCU.

What is the funding source?
Not Applicable.

The RFP/BID responses (if applicable):
Not Applicable.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. 02-FY2027 / GPA RESOLUTION NO. FY2027-06

RELATIVE TO AUTHORIZING AND ADOPTING RULES AND PROCEDURES FOR VIRTUAL ATTENDANCE AND ELECTRONIC VOTING FOR COMMISSIONERS OF THE CONSOLIDATED COMMISSION ON UTILITIES

WHEREAS, the Consolidated Commission on Utilities ("CCU" or "Commission") was established pursuant to Chapter 79 of Title 12, Guam Code Annotated, and is vested with the powers and duties governing the Guam Power Authority and the Guam Waterworks Authority; and

WHEREAS, pursuant to 12 GCA § 79101, the Commission is authorized to adopt rules and regulations governing the conduct of its affairs; and

WHEREAS, pursuant to 5 GCA § 43121(a), members of boards and commissions may participate in regular and special meetings through video teleconferencing, subject to applicable statutory requirements, and participation through video teleconference may satisfy the requirements for a quorum; and

WHEREAS, 5 GCA § 43121(c) further provides that boards and commissions shall develop rules and regulations governing the use of video teleconferencing for their members, in addition to compliance with other requirements in accordance with their individual missions and functions, consistent with the Open Government Law and applicable law; and

WHEREAS, 5 GCA § 43121(d) expressly provides that executive sessions and due process hearings shall not be conducted via video teleconferencing; and

WHEREAS, the CCU has adopted Standing Rules governing the meetings and conduct of business of the Commission, including Rule 1.2.5, governing voting by members of the CCU; and

WHEREAS, Rule 1.2.5.8 of the CCU Standing Rules specifically addresses "Electronic Voting" and authorizes the CCU Committee on Rules to establish procedures for electronic voting by members of the CCU who are not physically present but are able to participate; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the CCU defines "electronic voting" as the contemporaneous casting of an "aye" or "nay" vote by a Commissioner participating through video teleconferencing pursuant to 5 GCA § 43121 during a duly noticed and properly convened Commission meeting, either by audible roll, video call or through an approved nonanonymous electronic voting mechanism to include private text messages, and direct messages shall constitute votes under this Resolution; and

WHEREAS, a member seeking to participate remotely shall submit a written request to the Chairperson via email, text message or direct message, in accordance with 5 GCA § 43121(a), which request and its disposition shall be documented and attached to the minutes of the meeting, and remote participation shall be subject to all applicable statutory requirements; and

WHEREAS, the Commission recognizes that members who are legally authorized to participate through video teleconference pursuant to 5 GCA § 43121, or through such other remote means as expressly authorized by applicable law, are participating members of a duly noticed meeting and, consistent with the CCU Standing Rules, shall be permitted to participate in the business of the Commission and vote on matters properly before the Commission, subject to the same applicable voting requirements and limitations governing members participating in person; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall be permitted only in connection with a duly noticed and properly convened regular or special meeting of the Commission, and only when the member participating remotely is legally authorized to do so, is participating through an authorized video teleconference means, and is able to hear and participate in the proceedings; and

WHEREAS, the Commission establishes that electronic voting shall not alter the voting obligations, voting thresholds, or limitations imposed by applicable law or the CCU Standing Rules. Each participating Commissioner shall vote "aye" or "nay" when a vote is called, unless barred from voting by public law or excused from voting for cause in accordance with 5 GCA § 43120(b) and CCU Standing Rule 1.2.5.3.; and

WHEREAS, the Commission establishes that the Commission Secretary, or such other person as may be designated by the Commission, shall administer the electronic voting process and shall provide members participating remotely with access to the electronic voting mechanism,

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which shall permit the casting of an affirmative, negative, abstaining, or other vote authorized under the applicable voting rules; and

WHEREAS, the Commission establishes that reasonable procedures shall be maintained to verify the identity of each member casting an electronic vote and to ensure that each electronic vote is accurately recorded, preserved, and reflected in the final vote of the Commission; and

WHEREAS, the Commission establishes that electronic voting shall not be conducted as a secret or anonymous ballot, and the identity and vote of each member shall be ascertainable and included in the official meeting record to the extent required by applicable law; and

WHEREAS, the Commission establishes that the minutes of each meeting shall identify members participating through video teleconferencing and shall record electronically cast votes in the same manner as votes cast by members physically present, subject to applicable law and the CCU Standing Rules; and

WHEREAS, the Commission recognizes that technical interruptions may occur during virtual participation and establishes that, if a technical failure prevents a remotely participating member from casting an electronic vote, the Chairperson may provide a reasonable alternative means for the member to communicate the member's vote, including verbally through the meeting's authorized video teleconference platform, provided that the member remains legally authorized to participate remotely, remains a participant in the duly noticed meeting, remains able to hear and participate in the proceedings, and the vote can be reliably attributed to that member; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall not diminish any public access, notice, participation, or transparency requirement imposed by the Open Government Law or other applicable law, and shall not be used to conduct Commission business outside a properly noticed and convened meeting; and

WHEREAS, the Commission authorizes the Commission Secretary, in consultation with the Chairperson, General Counsel, and applicable technology personnel, to implement such technical and administrative procedures as are reasonably necessary to implement these requirements, including procedures for member authentication, access to the electronic voting platform, verification and preservation of votes, and the handling of technical interruptions; and

DRAFT

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, all such technical and administrative procedures shall be consistent with 5 GCA § 43121, including subsection (d), the Open Government Law, the CCU Standing Rules, and all other applicable laws and regulations; and

WHEREAS, nothing herein shall be construed to authorize a CCU member to cast an electronic vote when the member is not participating in a duly noticed Commission meeting, or to authorize Commission action outside a meeting when applicable law or the CCU Standing Rules require such action to occur at a duly noticed meeting; and

WHEREAS, nothing herein shall be construed to authorize virtual participation or electronic voting in connection with an executive session or due process hearing that may not lawfully be conducted via video teleconferencing pursuant to 5 GCA § 43121(d), or to expand the authority otherwise provided by law for remote participation by members of the Commission; and

WHEREAS, the Commission finds that establishing clear and uniform procedures for virtual attendance and electronic voting will facilitate meaningful participation by CCU members who cannot be physically present, promote continuity of Commission business, provide a reliable and transparent means for remote members to exercise their voting rights, and ensure that all votes are properly documented and preserved as part of the official record of Commission proceedings.

NOW BE IT THEREFORE RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES, THAT the foregoing procedures governing remote participation and electronic voting by members of the Consolidated Commission on Utilities are hereby adopted and established pursuant to 5 GCA § 43121, 12 GCA § 79101, CCU Standing Rule 1.2.5.8, and all other applicable law and rules of the Commission.

BE IT FURTHER RESOLVED, that the Chairperson, Secretary, General Counsel, and such other officers or personnel as may be necessary are authorized to take all actions reasonably necessary to implement this Resolution consistent with CCU Standing Rule 1.2.5.8 and the procedures adopted herein.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Consolidated Commission on Utilities.

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DRAFT

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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///

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

RESOLUTION NO. FY2027-07

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR APPROVAL OF A ONE-YEAR EXTENSION AND AMENDMENT OF THE BULK SUPPLY OF DIESEL FUEL OIL NO. 2 (ULSD) CONTRACT WITH HYUNDAI CORPORATION

What is the project's objective? Is it necessary and urgent?
The one (1) year extension of the Bulk Supply of Diesel Fuel Oil No.2 is necessary to provide uninterrupted supply of ULSD for the continuous operation of the power plants in order to support the Island Wide Power System demand for electricity. The proposed contract extension is expected to benefit GPA ratepayers by maintaining a lower premium fee than what may be obtained through a new competitive solicitation, particularly given the current volatility in the global crude oil market arising from the ongoing geopolitical situation in the Middle East.

Where is the location?
GPA Bulk Fuel Storage Facility.

How much will it cost?
The one (1) year contract extension is estimated to cost about $354,200,000. Detailed breakdown analysis (Exhibit A).

When will it be completed?
The contract extension shall be for a period of one (1) year, commencing in February 06, 2027 and will expire in February 05, 2028. The extension of the existing contract (MS IFB GPA-040-23) can be completed immediately following CCU and PUC approvals.

What is its funding source?
Funding is from LEAC revenue.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. FY2027-07

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR APPROVAL OF A ONE-YEAR EXTENSION AND AMENDMENT OF THE BULK SUPPLY OF DIESEL FUEL OIL NO. 2 (ULSD) CONTRACT WITH HYUNDAI CORPORATION

WHEREAS, the Guam Power Authority (GPA) entered into Contract No. GPA-040-23 with Hyundai Corporation (HYUNDAI) for the Bulk Supply of Diesel Fuel Oil No. 2 (ULSD) for a three-year base term ending February 5, 2027; and

WHEREAS, the Contract provides for two (2) optional one-year extension terms upon the mutual agreement of GPA and HYUNDAI; and

WHEREAS, GPA and HYUNDAI desire to extend the Contract for one (1) one-year term, commencing February 6, 2027, and ending February 5, 2028, subject to all required regulatory approvals; and

WHEREAS, the fixed premium under the original three-year Contract is $8.08 per barrel, and HYUNDAI has proposed a fixed premium of $8.43 per barrel for the first one-year extension period, representing an increase of $0.35 per barrel; and

WHEREAS, based on forecasted reference prices and an estimated supply quantity of 2,300,000 barrels per year, the estimated cost of the one-year extension is $354,200,000, resulting in a projected aggregate contract value of $808,469,195.84, inclusive of the original three-year term and the proposed one-year extension, as detailed in Exhibit A; and

WHEREAS, the current fuel market conditions present significant challenges in security refinery capacity that aligns with the strict scheduling and technical specifications required by the Ukudu Power Plant, making this proposed one-year contract extension essential to securing the Guam Power Authority's short-term fuel supply security; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, GPA is actively seeking liquefied natural gas (LNG) as an alternate fuel source for the Ukudu Power Plant to potentially reduce fuel procurement costs, minimize plant downtime, and lower overall facility maintenance expenditures, subject to prevailing market conditions; and

WHEREAS, GPA has determined that the proposed fixed premium of $8.43 per barrel and the estimated cost of the extension are reasonable and in the best interest of GPA and its ratepayers, considering current market conditions and the need to maintain a reliable and uninterrupted fuel supply; and

WHEREAS, GPA seeks authority, particularly in the event of geopolitical developments, supply disruptions, or other market conditions affecting the availability, reliability, or timely delivery of the Contract Product, to permit HYUNDAI to source the Contract Product from an alternative origin approved by GPA, including the United States, provided that the product complies with all Contract specifications and that the applicable pricing and delivery terms are mutually agreed upon by GPA and HYUNDAI.

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:

1. The General Manager of the Guam Power Authority is hereby authorized to petition the Guam Public Utilities Commission for approval of a one-year extension of Contract No. GPA-040-23 with Hyundai Corporation commencing February 6, 2027, and ending February 5, 2028, subject to the terms of the Contract and all required approvals.
2. Based on forecasted reference prices and estimated supply quantities, the estimated cost of the one-year extension is $354,200,000, resulting in a projected aggregate contract value of $808,469,195.84, inclusive of the original three-year term and the proposed extension period. The General Manager is authorized to execute all agreements and documents necessary to effectuate the extension following approval by the Guam Public Utilities Commission.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

3. The General Manager is further authorized to amend the Contract to provide that GPA may, at its option, request HYUNDAI to source the Contract Product from an alternative approved origin, including the United States, subject to compliance with the Contract specifications and mutually agreed pricing and delivery terms.

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

DULY AND REGULARLY ADOPTED, this 27th day of October, 2026.

Certified by:

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

I, **Melvin F. Duenas**, 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: _____

ABSTAIN: _____

ABSENT: _____

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Exhibit A

GPA-040-23 One-Year Extension Cost Estimate

Pricing Component	FY2027
Reference Price Forecast ($/bbl)	$145.57
Fixed Premium ($/bbl)	$8.430
Estimated Delivered Price ($/bbl)	$154.00
Estimated Quantity (bbl)	2,300,000
Estimated Fixed Premium Cost	**$19,389,000.00**
Estimated Contract Cost	**$354,200,000.00**

Projected Contract Value

Original Three-Year Contract Cost	$454,269,195.84
Estimated One-Year Extension Cost	$354,200,000.00
Projected Aggregate Contract Value	**$808,469,195.84**

Hyundai Offer Comparison

	First Offer	Negotiated final offer	Difference / Savings
Premium per barrel	**$8.58**	**$8.43**	**$0.15/bbl lower**
Percentage reduction	-	-	1.75%
Annual premium cost	$19,734,000.00	$19,389,000.00	**$345,000.00/year**
F ESTIMATED CONTRACT COST (C x D), $	$354,[illegible]	$308,[illegible]	$356,[illegible]	[illegible] savings	$14,[illegible]	$4,[illegible]

Notes: Original premium: $8.08/bbl. Proposed premium: $8.43/bbl for a year extension.

Reference-price forecasts: Morgan Stanley Commodities, FY2027-FY2028.

IP&E and Mobil comparison figures: MS-IFB-GPA-040-23.

Extension costs are estimates based on the Contract pricing formula and actual delivered quantities.

4

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

Feasibility of U.S.-Supplied Ultra-Low Sulphur Diesel Special (ULSDS)

Prepared By:

Brian Jason C. San Nicolas
Engineer II

Lemuel N. Sumadsad
Engineer Supervisor (Acting)

Concurred By:

John J. Cruz Jr., P.E
AGMETS

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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Docusign Envelope ID: 9CB53016-4A18-80EC-8069-BB7D736A14A2

1. Introduction and Scope

This report examines the economic feasibility of supplying U.S.-origin ULSD exports to Guam. Two U.S. export regions are considered: the **U.S. West Coast (USWC)** and the **U.S. Gulf Coast (USGC)**. The principal benchmark for comparison is Asian supply (Korea, China, Japan, and Singapore), with particular focus on export volumes originating from Korea.

The analysis considers both the underlying regional ULSD price benchmarks and the freight and logistics costs required to deliver product to Guam. While the regional commodity benchmarks are important, the delivered cost comparison is driven by voyage distance, vessel utilization, backhaul availability, and, particularly for USGC supply, Panama Canal transit costs.

2. Regional ULSD Price Benchmark Comparison

2.1 Data Period and Instruments

Period: 1 April 2024 – 31 August 2026 (daily data)

Instruments: MOPS 10ppm Gasoil (red line); ULSD USGC Waterborne (USGC / green line); ULSD No. 2 CARB Diesel, Los Angeles CA Pipeline (USWC / blue line).

For more granular daily figures, please refer to the Excel file provided separately.

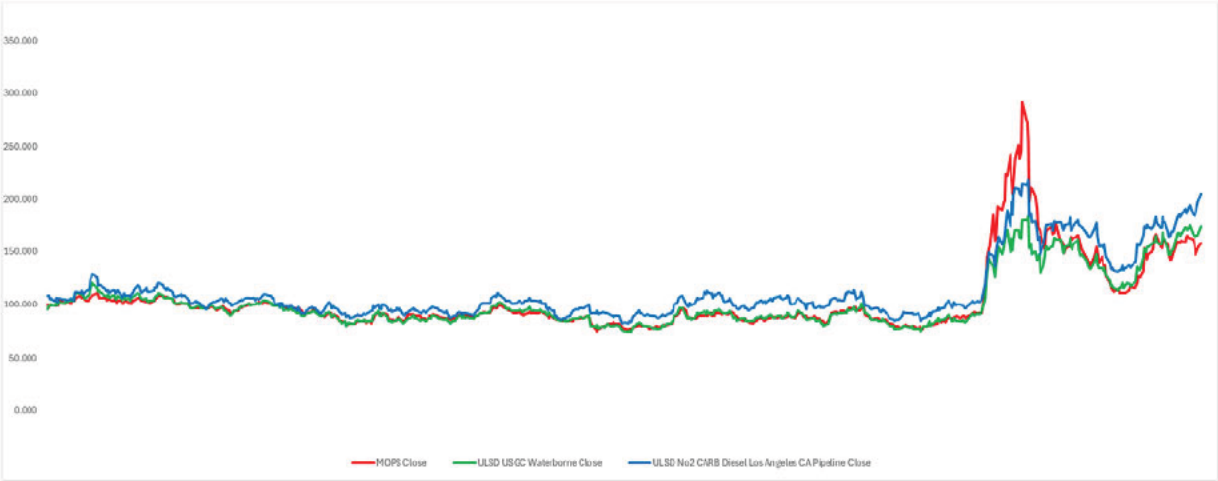

Figure 1. Regional ULSD benchmark pricing, 1 April 2024 – 31 August 2026.

Metric	MOPS	ULSD USGC Waterborne (USGC)	ULSD No2 CARB Diesel Los Angeles CA Pipeline (USWC)	Differ (USGC against MOPS)	Differ (USWC against MOPS)
Average	$105.02	$102.75	$113.67	($2.27)	$8.65
Volatility (Std. Dev.)	$32.66	$25.15	$29.70	($7.51)	($2.97)
Minimum	$75.90	$74.85	$82.72	($1.05)	$6.82
Maximum	$292.82	$184.22	$219.45	($108.60)	($73.37)
Median	$92.58	$93.10	$103.10	$0.53	$10.52

Table 1. Summary statistics for regional ULSD benchmarks and spreads against MOP

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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2.2 Pricing Results

As the pricing history shows, the regional ULSD indices show no material divergence over the term of the GPA 040-23 ULSD contract. On a full-period average basis, USGC pricing is $2.27/bbl below MOPS, while USWC pricing averages $8.65/bbl above MOPS.

Accordingly, over the three-year comparison period, USWC is quoted at a substantial premium to Singapore pricing on average, while USGC pricing is broadly in line with, or modestly below ($2–3/bbl), MOPS. The decisive factor, however, is freight, as discussed below.

3. Freight and Logistics Comparison

3.1 Route Distances and Transit Times

The map below compares the primary supply routes considered in this analysis: Korea–Guam, USWC–Guam, and USGC–Guam.

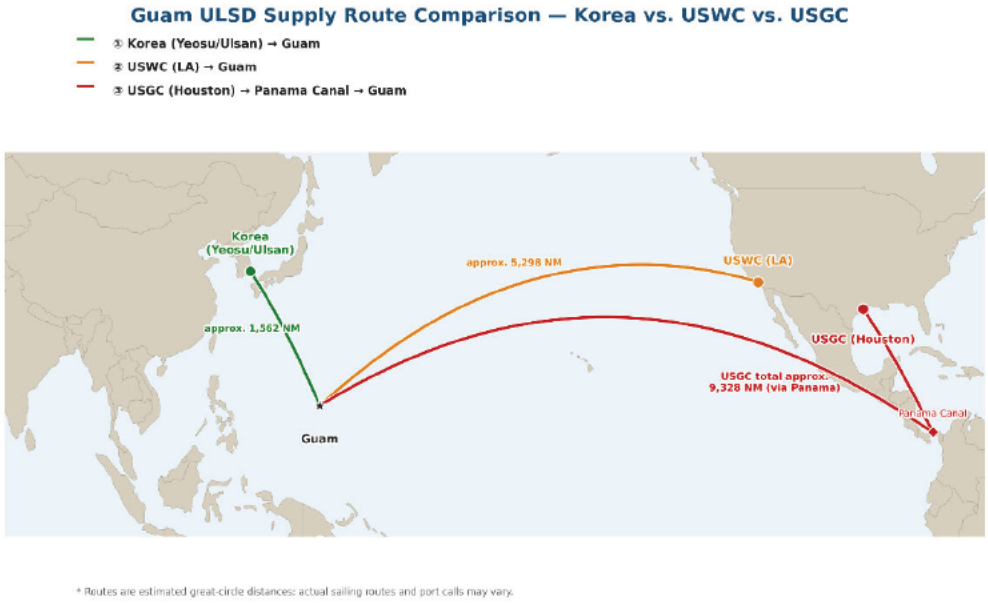

Figure 2. Guam ULSD supply route comparison — Korea vs. USWC vs. USGC.

	SK - Guam	USWC-Guam	USGC - Guam	SK - Spore
Distance NM	1,562	5,298	9,328	2,499
Voy days	5.21	17.66	31.09	8.33

Table 2. Approximate route distances and theoretical voyage days at 12.5 knots.

As the map shows, the USWC–Guam route and, in particular, the USGC–Guam route entail very long voyage distances, with the latter requiring transit of the Panama Canal.

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Assuming a voyage speed of 12.5 knots, the table above sets out the transit time for each route. These figures represent theoretical minimum voyage days, and actual voyages will take longer (the actual Korea–Guam voyage takes 6.5 days). Even on this theoretical basis, however, the Korea–Guam route is the most competitive.

3.2 Backhaul and Voyage-Cost Considerations

From an owner's perspective, one-way voyage days are not the only consideration. Whether a backhaul cargo is available for the return leg is equally important, and Guam offers no petroleum products for loading. Taking this into account, the minimum voyage days used for theoretical voyage-cost purposes are approximately 12 days for Korea–Guam, 36 days for USWC–Guam, and some 62 days for USGC–Guam—a very substantial difference.

3.3 Freight Benchmark Methodology

The freight comparison is based on the following three indices:

1. Clean South Korea–Singapore 30kt MR Lumpsum
2. Clean South Korea–USWC 30kt MR Lumpsum
3. Clean South Korea–USAC/GC 30kt MR Lumpsum

Korea–Singapore freight is used as the primary reference because it is the benchmark owners actually apply when performing Korea–Guam voyages. To keep the distance-based comparison on a like-for-like basis, the Korea–USWC and Korea–USGC benchmarks are compared on the same footing.

It may be asked why the comparison is not run on a USGC-to-Korea or USGC-to-Guam basis. Platts does publish a USGC-origin, Korea-destination benchmark "Clean Freight USGC-NEAsia MR Lumpsum cargo size." However, not a single voyage was performed on that route between January 2024 and August 2026; it is a no-record route. The index has accordingly not moved once in three years, which renders any comparison on that basis meaningless.

Likewise, Korea-destination indices are used rather than USWC–Guam or USGC–Guam because no Guam-destination index exists. Recognising that the Korea-destination voyage covers the greater distance, 75% of the originally quoted rate has been applied to those routes for comparison purposes.

3.4 Freight Index Comparison

Period: 1 April 2024 – 31 August 2026 (daily data)

Instruments: ① Clean South Korea–Singapore 30kt MR Lumpsum (red); ② Clean South Korea–USWC 30kt MR Lumpsum (blue); ③ Clean South Korea–USAC/GC 30kt MR Lumpsum (green).

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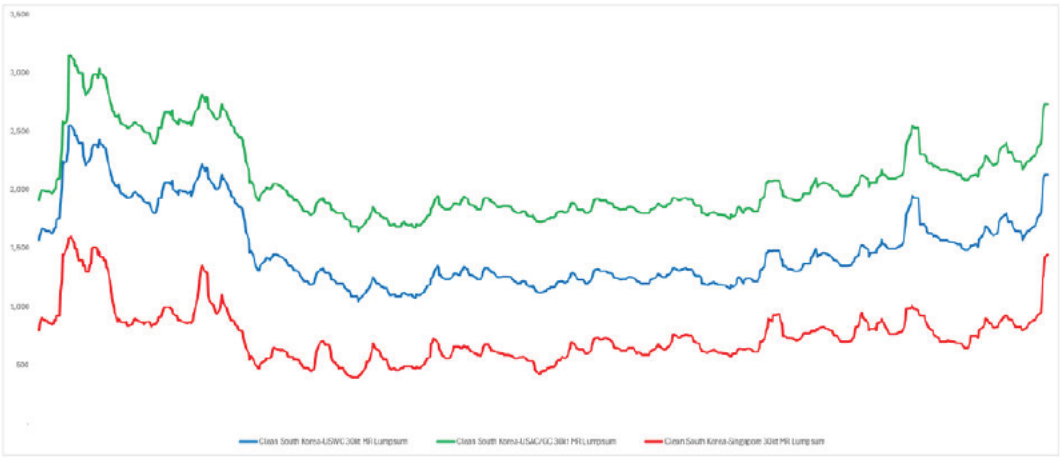

Figure 3. Historical comparison of the three freight indices.

As noted above, even after applying 75% of the original rate to both USWC and USGC, Korea–Singapore freight remains overwhelmingly the cheapest. This is to be expected given the voyage days set out above and the absence of backhaul cargo, which ties a vessel up for some two months on a USGC voyage.

Route	Average (Lumpsum, USD)	Against KR-SP
Korea - Singapore	753.6	-
Korea - USWC	1,494.5	**198.32%**
Korea - USGC	2,086.2	**276.85%**

Average Spread	Difference (USD)	Difference (per bbl, 250kb)
Korea - USGC minus Korea - Singapore	+1,332.7	**+5.3**
Korea - USWC minus Korea - Singapore	+740.9	**+3.0**

Table 3. Average freight levels and estimated per-barrel spread for a 250,000-barrel GPA cargo.

In other words, where Korea–Singapore stands at approximately $753k, the 75%-adjusted Korea–USWC and Korea–USGC levels are $1,494k and $2,086k respectively—two to three times the Korea–Singapore rate. Applying the GPA volume of 250,000 barrels, the USGC and USWC voyages are more expensive by $5.3/bbl and $3.0/bbl respectively.

4. Panama Canal Cost Considerations

Finally, in assessing freight for USGC, the principal U.S. export region, Panama Canal transit costs cannot be ignored.

Item	Formula	Amount
Fixed Fee	Super vessel category	$100,000
Capacity Tariff	26,000 PC/UMS × $5.25	$136,500
Fixed Fresh Water Surcharge	Based on LOA > 125 ft	$10,000
Total Transit Tolls		**$246,500**
Range by PC/UMS tonnage (25,000–28,000 PC/UMS)		approx. $240,000–$257,000

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Table 4. Estimated Panama Canal transit cost for an MR tanker loading at USGC.

USGC therefore carries additional freight of at least $1/bbl.

The transit tolls above ($240,000–$257,000) are based on official ACP tariff rates. Separately, a slot auction premium applies for transit priority. During 2026, a surge in re-routed volumes arising from the Strait of Hormuz crisis coincided with El Niño-driven drought (reduced Gatun Lake water levels), and this slot premium has been reported to have risen from around $135,000 under normal conditions to as much as $4.6M–$5.3M—meaning actual committed voyage costs carry a structural risk of running well above the base tolls shown above.

5. Indicative Delivered Cost Comparison

Taking all of the above into account, the following indicative price table can be constructed as a minimum.

	Index	FRT	Otehrs	Sum	Korea minus USWC	Korea minus USGC
Korea to Guam	$105.02	$3.01	$0.00	**$108.03**	($11.61)	($6.06)
USWC to Guam	$113.67	$5.98	$0.00	$119.65		
USGC to Guam	$102.75	$8.34	**$3.00**	$114.09		

per BBL

Table 5. Indicative minimum delivered-cost comparison, per barrel.

6. Conclusion

The conclusions in the table above are highly theoretical and represent a minimum calculation. Once the ULSD production capacity and export capability of USWC and USGC, actual export operations (including demurrage), and, in particular, Panama Canal congestion and the cost of securing transit slots are taken into account, the Korea–Guam voyage demonstrates an overwhelming comparative advantage. Note that the analysis to determine whether there is a shipment quantity or volume at which the higher shipping costs are offset is still ongoing.

Additionally, this analysis considers only the economic feasibility of the alternative supply source. Other factors should also be considered, including product availability in the event of a disruption in the Asia region, as recently seen with the Iran conflict, as well as the fact that portions of the current supply are transported on Chinese vessels, which may present a concern given the current geopolitical climate.

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Local Fuel Supplier Feedback

Following the completion of this analysis, GPA sought feedback from local fuel suppliers regarding the feasibility of U.S.-supplied ULSD, with some suppliers provided a copy of the analysis for review. While suppliers preferred not to provide formal company positions, they were willing to share their general perspectives, which were largely consistent with the findings of this analysis.

Suppliers generally agreed that U.S.-supplied ULSD is unlikely to be economically competitive with existing Asian sources, including Singapore, South Korea, and Japan. Although U.S. commodity benchmark prices may occasionally be lower, any potential savings would likely be offset by higher transportation costs, longer transit times, limited backhaul opportunities, Panama Canal costs for Gulf Coast shipments, and increased exposure to shipping delays and demurrage.

However, suppliers also noted that these cost comparisons remain largely theoretical and should be validated through firm, delivered-to-Guam quotations from U.S. suppliers and vessel operators.

Despite the economic disadvantages, suppliers acknowledged that U.S. sourcing could provide value as an alternative or emergency supply option during disruptions to Asian markets. Accordingly, GPA could consider allowing qualified U.S. suppliers to participate in future ULSD Bulk Supply Contract solicitations or establishing contingency supply arrangements to improve fuel supply security, recognizing that such arrangements would likely involve additional premiums or alternative pricing structures.

Overall, the supplier feedback supports maintaining Asian sources as GPA's primary ULSD supply while considering U.S. sourcing as a potential contingency option rather than a replacement for existing supply arrangements.

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RESOLUTION NO. FY2027-07

Questions & Answers

1. Can you confirm whether our current vendor is a broker rather than the actual fuel supplier? If so, who supplies our ULSD?

Hyundai Corporation serves as the trading company responsible for arranging and supplying ULSD to GPA under the current contract. It is not the refinery that produces the fuel. The ULSD has generally been sourced from Hyundai Oilbank; however, GS Caltex is also being utilized as an alternative refinery source under the current market conditions.

2. Do we know the fee Hyundai Corporation charges for its services?

No separate brokerage or service fee was disclosed. Hyundai's bid premium incorporates its internal costs, including freight, logistics, financing, administrative expenses, risk, and other costs associated with delivering the fuel to Guam. A detailed breakdown was neither required nor requested during the competitive bidding process, as the bids were evaluated based on the total delivered-price structure.

3. If GPA does not extend the contract and instead issues a new solicitation, could we obtain a better price? Can fuel producers participate directly?

There is no assurance that a new solicitation would result in a lower price. Based on current market conditions, including geopolitical uncertainty, increased freight costs, and supply risks, Hyundai's present offer appears to remain the most advantageous option for GPA. If the requirement were solicited today, the pricing structure would likely change and could result in a higher total delivered cost.

Although refineries may technically participate if they meet the solicitation requirements, direct participation is considered unlikely. Refineries commonly market and export their products through designated trading companies or brokers that manage shipping, financing, documentation, and delivery. This arrangement is also common in the Singapore petroleum market.

4. Can GPA obtain a price reduction from Hyundai in exchange for extending the contract for two years?

GPA has already requested that Hyundai reconsider and reduce its proposed premium. Hyundai advised that it is able to lower the current offer from $8.58 to $8.43 of **MOPS plus $8.43 per barrel** due to prevailing market, freight, and geopolitical conditions. Hyundai, however, cannot guarantee the fixed premium price for the 2nd one-year option period.

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Thus, GPA only recommends approval of the first one-year option period at $8.43 per barrel.

5. Has GPA considered a one-year extension instead of two years?

GPA recommends a one-year extension at this time to provide greater price and supply stability. Compared with the other bids received during the previous solicitation, Hyundai's proposed premium of **$8.43 per barrel** remains lowest. It is also important to note that the previous solicitation occurred before the current geopolitical tensions and related market disruptions. Based on these considerations, the proposed two-year extension appears to offer GPA the best available combination of pricing, supply security, and contractual stability.

6. Does the existing contract authorize a two-year extension?

The contract authorizes two one-year extension options subject to mutual agreement by GPA and Hyundai, subject to CCU, PUC, and Procurement approvals. This resolution addresses only the first one-year option. The second one-year option would have to be negotiated and requires future approval from CCU & PUC. Upon approval, this initial one-year extension and revised premium will be formalized through a written contract amendment.

7. What is the financial impact of increasing the premium from $8.08 to $8.43 per barrel?

The increase is $0.35 per barrel. Based on an estimated annual requirement of 2.3 million barrels, the additional cost is approximately $805,000 per year. This calculation applies only to the contract premium and excludes the underlying MOPS fuel price.

8. Does the $8.43 premium fix GPA's total fuel price for two years?

No. The $8.43 per barrel is the fixed supplier premium added to the applicable MOPS benchmark. The MOPS portion will continue to fluctuate with the regional fuel market.

10. How has Hyundai performed under the current contract?

Hyundai has generally maintained GPA's required fuel supply despite significant market and shipping disruptions. Any isolated quality or delivery issues have been addressed through testing, documentation, contractual remedies, and commercial adjustments, as applicable.

11. How will GPA ensure that fuel from Hyundai continues to meet the required specifications?

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Every cargo remains subject to the contract specifications, certificates of quality, independent inspection and testing, and GPA's established receiving and acceptance procedures. The extension will not reduce Hyundai's responsibility to deliver compliant fuel.

12. Can Hyundai change the refinery or country of origin without GPA's approval?

Any alternative refinery or origin should remain subject to GPA's prior approval. The product must comply with all contract specifications, and any different pricing or delivery terms must be mutually agreed upon before the cargo is accepted.

13. Why include an alternative-sourcing provision?

The provision gives Hyundai flexibility to secure ULSD from another GPA-approved origin if geopolitical events, refinery disruptions, vessel restrictions, or other supply conditions threaten normal deliveries. It improves supply security without waiving GPA's quality or approval requirements.

14. What protection does GPA have if Hyundai cannot deliver?

Hyundai will remain responsible for meeting the contract's delivery and quality requirements. GPA will retain the remedies available under the contract, including applicable damages, recovery of additional costs, and other actions for nonperformance. The staff attorney will confirm that these protections remain unchanged in the amendment.

15. What happens if market conditions improve during the extension period?

The MOPS component will continue to move with the market, allowing GPA to benefit from lower regional fuel prices. The $8.43 supplier premium will remain fixed during the one-year extension. If market conditions improve, GPA may negotiate and pursue the second optional one-year extension with Hyundai, provided that Hyundai offers a competitive and lower premium that is determined to be in GPA's best interest.

16. Is the projected 2.3 million barrels per year a guaranteed purchase quantity?

The 2.3 million barrels is GPA's estimated annual requirement for planning and cost evaluation. Actual purchases and nominations will remain subject to GPA's operational requirements and the quantity provisions and tolerances established in the contract. In our experience we can lower it down to a safe, operational volumes, just like last year FY2026 the original projection is 2.2 million barrels, due to huge jump on the MOPs GPA decided to cut down the quantity to the minimum safe operation level, with the help of proper dispatching and utilizing most efficient units to run in a daily basis.

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17. Why not issue a new solicitation now and allow more competition?

A new solicitation would require additional time and would not guarantee a lower delivered price. It could also expose GPA to current freight, geopolitical, financing, and supply risks. Extending the existing contract maintains continuity while providing GPA time to plan its next long-term procurement under more stable conditions.

18. How will this extension affect GPA's ratepayers?

The proposed increase adds approximately $0.35 per barrel to the supplier premium. Although this creates an additional cost, it provides a firm one-year supply arrangement and reduces exposure to potentially higher premiums, emergency purchases, and supply interruptions, which could have a greater financial impact on GPA and its ratepayers.

19. Has GPA confirmed that $8.43 per barrel is reasonable?

GPA evaluated Hyundai's proposals, the pricing received under the previous solicitation, current freight and market conditions, and the risks associated with conducting a new procurement. Based on this review, the fixed $8.43 premium provides the best available balance of cost, certainty, and supply reliability. The final determination will be documented in GPA's price-reasonableness and negotiation records.

20. Will sourcing of fuel from the US instead of Asia provide lower cost and more stable supply?

The difference in voyage distances between the nearest US port and Asia ports to Guam significantly impact the fuel shipping cost and security of fuel supply to GPA, as discussed in the attached preliminary white paper[1]. GPA continues to evaluate this issue, most especially before the next bulk fuel bid is issued.

[1] Feasibility of U.S.-Supplied Ultra-Low Sulphur Diesel Special (ULSDS). Guam Power Authority. October 2026.

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. FY2027-08 Relative to Authorizing the Guam Power Authority to Procure Construction Services for the P-087 GWA Underground Conversion Project

What is the project's objective?
To place underground a portion of the P-087 distribution lines to reduce exposure to weather-related damage and improve the reliability of power to 8 active water wells (out of 26 total active and inactive wells). A recloser will be installed at the end of the underground line to keep the water wells on during storm.

Is it necessary and urgent?
Yes. This project will provide uninterrupted power to the wells, most especially through storms. Maintaining hard-to-access water wells consumes significant crew time. Upgrading these sites with underground power infrastructure will streamline operations, freeing up personnel to focus on other critical well locations.

How much will it cost?
$ 3,945,438.00 TOTAL PROJECT COST (est.)

$ 2,455,334.00	~62%	Funded by US DOE Grant for Construction *GPA to contract for grant-funded construction work (dig trench, install conduits, handholes, manholes, transformer pads, service conversions, and switch).*
$ 1,490,104.00	~38%	GPA Cost Match *GPA to provide equipment, materials, and labor (force acct), consisting of installing transformers, primary lines, secondary lines, recloser, and all connections.*

When will it be completed?
580 days after NTP

What is its funding source?
Grant and Force Account

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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. FY2027-08

RELATIVE TO AUTHORIZING THE GUAM POWER AUTHORITY (GPA) TO PROCURE CONSTRUCTION SERVICES FOR THE P-087 GWA UNDERGROUND CONVERSION PROJECT.

WHEREAS, the Guam Power Authority (GPA) was awarded $2,455,334.00 from the U.S. Department of Energy (DOE) under Award No. DE-GD0000053, Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes, authorized by Section 40101(d) of the Infrastructure Investment and Jobs Act of 2021; and

WHEREAS, the primary goal of the Preventing Outages and Enhancing the Resilience of the Electric Grid Grants program is to strengthen, modernize, and harden the nation's power grid against disruptive events; and

WHEREAS, Guam is regularly exposed to typhoons and tropical storms, and the island's overhead electrical system is especially vulnerable to damage from high winds, flying debris, and falling vegetation; and

WHEREAS, above-ground power lines are among the leading causes of major weather-related power outages because they are directly exposed to disruptive weather events; and

WHEREAS, critical infrastructure, such as water wells and booster pump stations, depends on a continuous supply of electricity, and when power lines are downed the resulting loss of water service affects household sanitation, firefighting capability, healthcare facilities, and the overall health and safety of the community; and

WHEREAS, Feeder P-087, located in Dededo, serves 26 water wells, 4 of which are inactive but could potentially be recommissioned by GWA that supply potable water to

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residents, businesses, and essential facilities in Dededo and surrounding villages, making the reliability of this feeder a matter of public health and safety; and

WHEREAS, through this grant award, DOE approved GPA's request to place underground a portion of Feeder P-087, including 8 water well locations, subject to DOE's environmental review and notification requirements; and

WHEREAS, undergrounding a portion of Feeder P-087 will reduce its exposure to weather-related damage, improve the reliability of power to the water wells and pump stations it serves, and help ensure the continued delivery of water to residents of Dededo and surrounding communities; and

WHEREAS, the award requires a non-federal cost match, and GPA has committed $1,490,104.00 from revenue funds to complete the total cost of the portion of Feeder P-087 to be undergrounded, bringing the total project cost to $3,945,438.00; and

WHEREAS, under the Contract Review Protocol of the Public Utilities Commission (PUC) GPA must obtain prior approval by the PUC before beginning the procurement process of new contracts funded by GPA exceeding $1,500,000.

NOW, THEREFORE BE IT RESOLVED, **by the Consolidated Commission on Utilities, the governing body of the Guam Power Authority and subject to the review and approval of the Public Utilities Commission as follows**;

1. Upon careful review of the attached documents, the Consolidated Commission on Utilities authorizes the GPA General Manager to procure the services for the P-087 GWA Underground Conversion Project.
2. The GPA General Manager is authorized to petition the Guam PUC for the review and approval of the bid documents for the P-087 GWA Underground Conversion Project

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

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DULY AND REGULARLY ADOPTED, this 27th day of October, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS Chairperson	**MELVIN F. DUENAS** Secretary

I, **Melvin F. 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 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: _____

ABSTAIN: _____

ABSENT: _____

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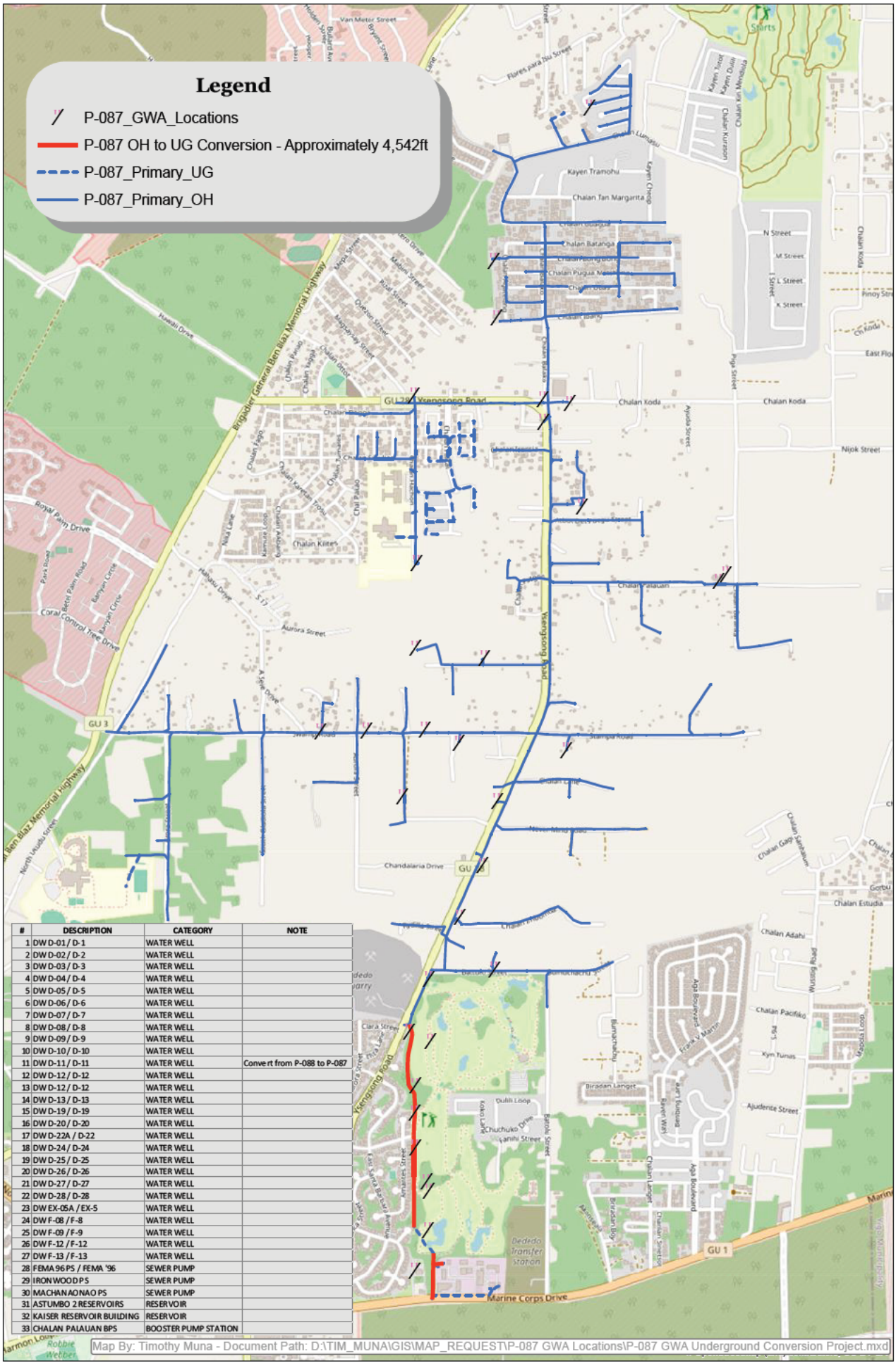
P-087 GWA Underground Conversion Project O



#	DESCRIPTION	CATEGORY	NOTE
1	DW D-01 / D-1	WATER WELL	
2	DW D-02 / D-2	WATER WELL	
3	DW D-03 / D-3	WATER WELL	
4	DW D-04 / D-4	WATER WELL	
5	DW D-05 / D-5	WATER WELL	
6	DW D-06 / D-6	WATER WELL	
7	DW D-07 / D-7	WATER WELL	
8	DW D-08 / D-8	WATER WELL	
9	DW D-09 / D-9	WATER WELL	
10	DW D-10 / D-10	WATER WELL	
11	DW D-11 / D-11	WATER WELL	Convert from P-088 to P-087
12	DW D-12 / D-12	WATER WELL	
13	DW D-12 / D-12	WATER WELL	
14	DW D-13 / D-13	WATER WELL	
15	DW D-19 / D-19	WATER WELL	
16	DW D-20 / D-20	WATER WELL	
17	DW D-22A / D-22	WATER WELL	
18	DW D-24 / D-24	WATER WELL	
19	DW D-25 / D-25	WATER WELL	
20	DW D-26 / D-26	WATER WELL	
21	DW D-27 / D-27	WATER WELL	
22	DW D-28 / D-28	WATER WELL	
23	DW EX-05A / EX-5	WATER WELL	
24	DW F-08 / F-8	WATER WELL	
25	DW F-09 / F-9	WATER WELL	
26	DW F-12 / F-12	WATER WELL	
27	DW F-13 / F-13	WATER WELL	
28	FEMA 96 PS / FEMA '96	SEWER PUMP	
29	IRONWOOD PS	SEWER PUMP	
30	MACHANAONAO PS	SEWER PUMP	
31	ASTUMBO 2 RESERVOIRS	RESERVOIR	
32	KAISER RESERVOIR BUILDING	RESERVOIR	
33	CHALAN PALAUAN BPS	BOOSTER PUMP STATION	

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GPA Work Session

GPA Presentation to:

Consolidated Commission on Utilities

October 22, 2026

Doc. No. 38GL-26-3188.*

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GM REPORT

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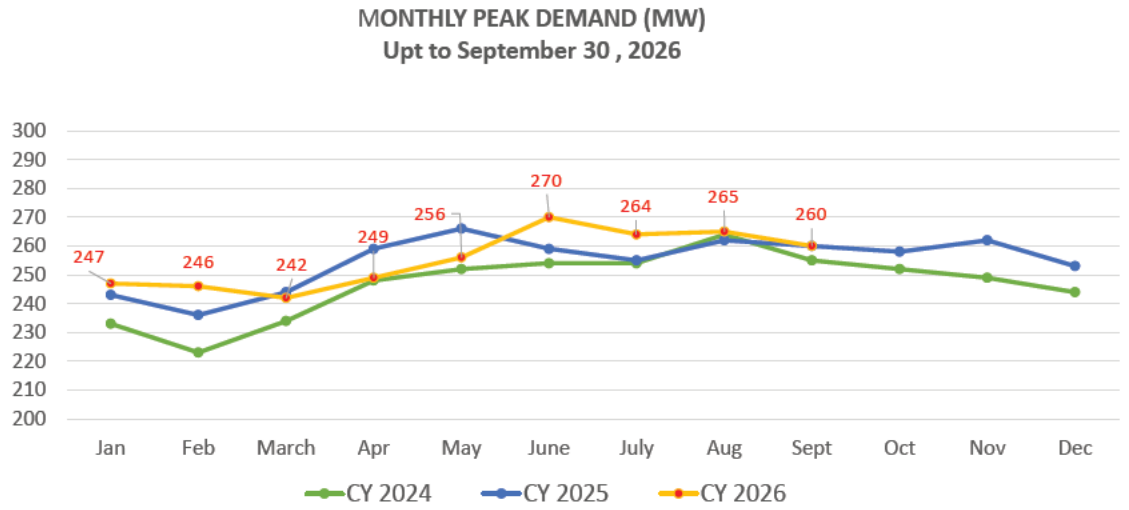
General Manager's Report

Reserve Margin Forecast for OCTOBER 2026

Targeted Available Capacity:	375 MW
Projected Demand:	246 MW
Total Reserves:	129 MW



Doc. No. 38GL-26-3188.*

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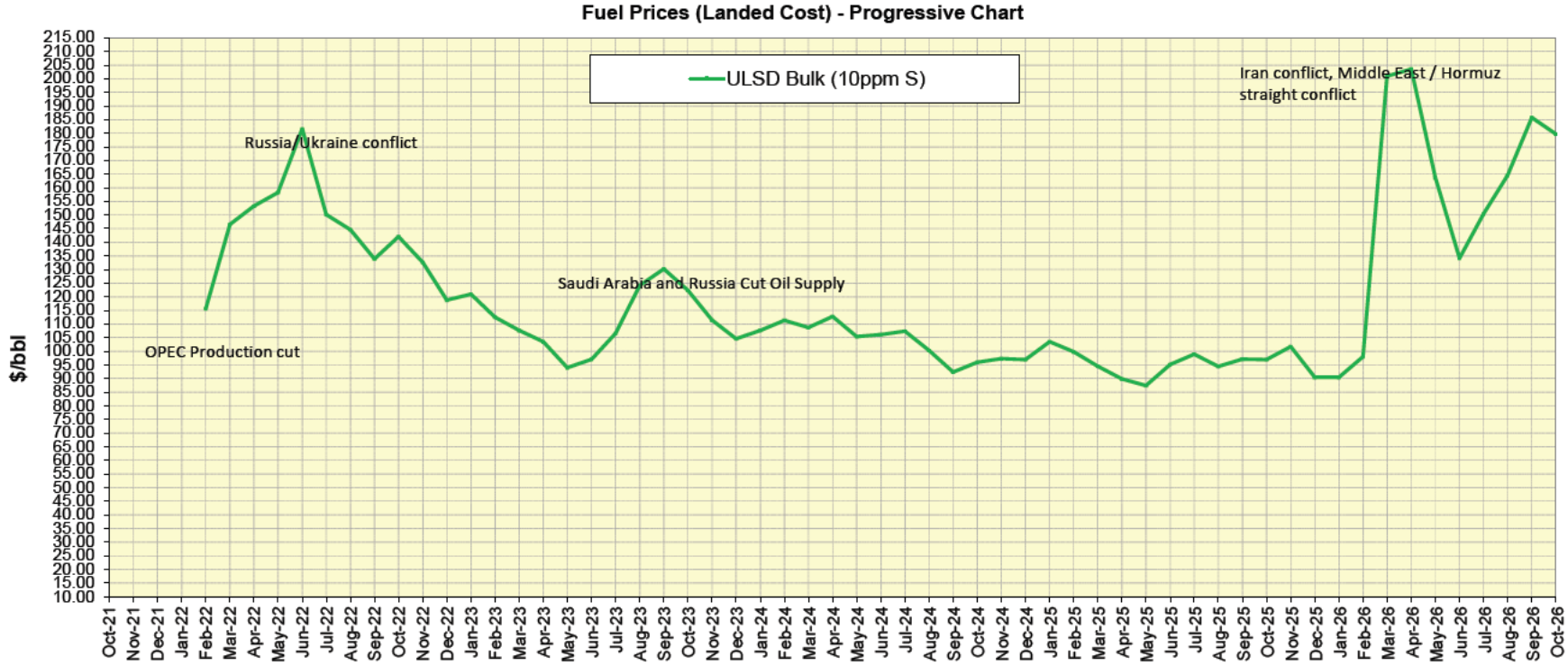
General Manager's Report

$159.55/Bbl SEPTEMBER Cargo
$182.00/Bbls OCTOBER Cargo Estimated

GPA Fuel Landed Cost (per barrel as of October 20, 2026)

USLD Bulk $179.76



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General Manager's Report

DSM Online Report – September 2026

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	**5,525**	**7,673**	**$ 1,555,100**	**72**	**105**	**$ 27,400**	**5,453**	**7,568**	**$ 1,527,700**
Oct-25	437	590	$ 117,850	8	10	$ 1,850	429	580	$ 116,000
Nov-25	402	519	$ 105,075	7	11	$ 1,450	395	508	$ 103,625
Dec-25	466	590	$ 116,050	5	5	$ 1,150	461	585	$ 114,900
Jan-26	482	653	$ 134,025	6	7	$ 1,150	476	646	$ 132,875
Feb-26	368	492	$ 99,875	8	14	$ 2,250	360	478	$ 97,625
Mar-26	458	625	$ 127,725	14	14	$ 2,800	444	611	$ 124,925
Apr-26	380	537	$ 111,000	12	19	$ 6,150	368	518	$ 104,850
May-26	560	708	$ 145,450	10	16	$ 3,600	550	692	$ 141,850
Jun-26	590	768	$ 152,750	10	13	$ 2,800	580	755	$ 149,950
Jul-26	499	680	$ 133,950	6	6	$ 1,300	493	674	$ 132,650
Aug-26	596	795	$ 164,375	13	14	$ 5,250	583	781	$ 159,125
Sep-26	529	688	$ 136,050	12	27	$ 3,800	517	661	$ 132,250
TOTAL	**23,013**	**31,802**	**$ 6,439,800**	**338**	**490**	**$ 116,650**	**22,675**	**31,312**	**$ 6,323,150**
Monthly Averages (FY25)	**460**	**639**	**$ 129,592**	**6**	**9**	**$ 2,283**	**454**	**631**	**127,308**

** 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.

Doc. No. 38GL-26-3188.*

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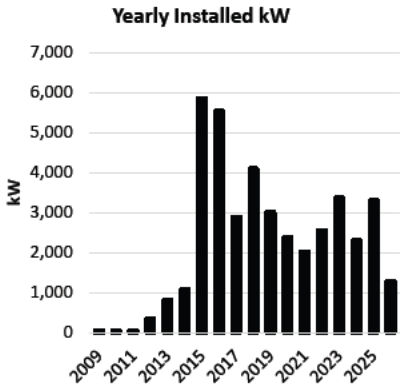
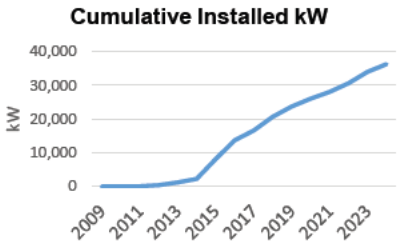
General Manager's Report

Net Metering: SEPTEMBER 2026

Installed kW by Year

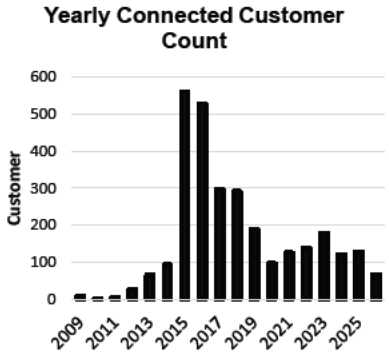
Year	Total	Cumulative
2009	39	39
2010	39	79
2011	42	120
2012	335	455
2013	803	1,258
2014	1,067	2,325
2015	5,843	8,168
2016	5,541	13,709
2017	2,887	16,596
2018	4,096	20,692
2019	3,005	23,697
2020	2,380	26,077
2021	2,017	28,094
2022	2,549	30,643
2023	3,362	34,005
2024	2,303	36,308
2025	3,301	39,609
2026	1,290	
Grand Total	40,899	

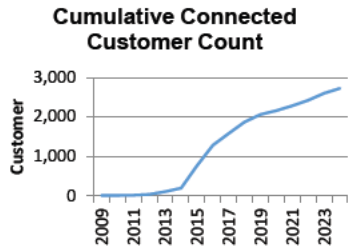




Customer Count by Year

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	127	2,853
2026	67	
Grand Total	2,920	





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General Manager's Report

PUC Update

Dockets heard and passed for the month of September 2026:

- Docket No. 26-13 Increase of the LEAC for the period of October 1, 2026 through January 31, 2027
  - Ordered on Sept. 17, 2025: The current singular LEAC factors are gereby adjusted, effective October 1, 2026:

LEACN

Delivery Classification	$ PER kWh
Secondary	$0.282708/kWh
Primary – 12.8KV	$0.274260/kWh
Primary – 34.5KV	$0.273470/kWh
Transmission – 115KW	$0.27010/kWh

Dockets to be heard for the month of October 2026

- Docket No. 23-17 GPA's Submission of Final Phase 1 LNG Report
- Docket No. 26-15 Petition to Approve GPA's Revenue Funded Capital Improvement Project Ceiling Cap for FY2027
- Docket No. 27-01 Petition to Approve GPA's Line of Credit Facilities for Fuel Purchases to Coast 360 and Bank of America

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

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General Manager's Report

Customer Engagement & Community Outreach: Majesty Christian Academy Career Day

- GPA Personnel from PSCC participated in Majesty Christian Academy (MCA) Career Day which took place on Wednesday, September 30, 2026.
- All students of MCA, ranging from Kindergarten to 12th grade participated in the presentation.
- They gave a presentation highlighting Communications Electronics and Fiber Optic Communications in the Power Utility arena.
- Students were able to see a static display of GPA's Fiber Optic Splice trailer and some of the equipment used in Fiber Optic Communications.













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General Manager's Report

Customer Engagement & Community Outreach: Lifestyle and Home Expo

- On Saturday, October 3, 2026, GPA participated in the Lifestyle and Home Expo, which took place at the Micronesia Mall center court. GPA Customer Service, SPORD, and Communications staff engaged with the public at the event.
- Customer Service representatives assisted by having customers enroll in PayGPA and MyEnergyGuam customer tools, as well as responding to questions they may have about their accounts.
- Communications personnel provided informational guides on energy conservation and efficiency and discussed other tools and programs available for customers.
- SPORD personnel discussed DSM Customer Programs such as My Energy Xpert (MEX) and Energy Sense Rebate Programs. In addition, they introduced the upcoming Aquanta Control pilot program, which allows you to control your existing water heater conveniently from your phone to help monitor your usage.
- After customers signed up for any one of the customer tools, they were given the opportunity to spin the GPA's wheel and receive a promotional item for their participation.















GUAM CCU

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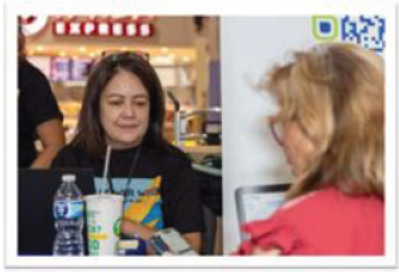
General Manager's Report

Customer Engagement & Community Outreach: Guam Energy Expo

- GPA partnered with the Guam Energy Office for the 2026 Guam Energy Expo which took place on Saturday, October 10, 2026 at the Guam Premier Outlets.
- GPA personnel from Customer Service, SPORD, and Communications Office were available at the GPA display booth to educate and engage with attendees on the various energy-efficient and conservation programs available at GPA.
- The SPORD team assisted customers with enrolling in or accessing DSM online tools such as the My Energy Xpert (MEX) Home Energy Audit and Online Energy Rebates. In addition, they introduced the upcoming Aquanta Control pilot program, which allows you to control your existing water heater conveniently from your phone to help monitor your usage.
- Customer Service Reps assisted customers with account related inquiries including online account services such as PayGPA or MyEnergyGuam.
- GPA booth patrons were able to win a GPA promotional prize by sharing an energy-saving tip they practice at home or signing up for GPA's energy saving programs.













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General Manager's Report

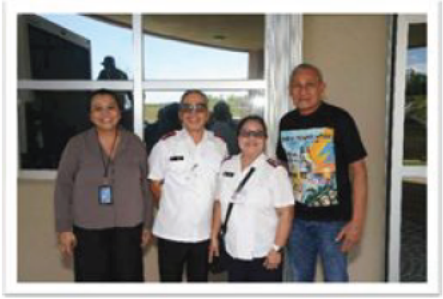
Customer Engagement & Community Outreach: Public Power Week Canned Food Drive – Salvation Army

- Every October, Guam Power Authority (GPA) hosts annual community outreach events in honor of Public Power Week. This year GPA organized a canned food drive to benefit **The Salvation Army**.
- The donation drives started on Wednesday, September 23, 2026 and ended on Tuesday, October 13, 2026.
- Through the combined efforts and generosity of the CCU Commissioners, GPA Employees, and customers – collected **over 2,610 non-perishable food items.**
- On Wednesday, October 14, 2026 the GPA outreach committee met to pack and sort all the donations. The following day, The Salvation Army visited GPA's Fadian office where they accepted the canned food donations.











GUAM CCU

GPA Work Session | October 22, 2026

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Generation KPIs September 2026

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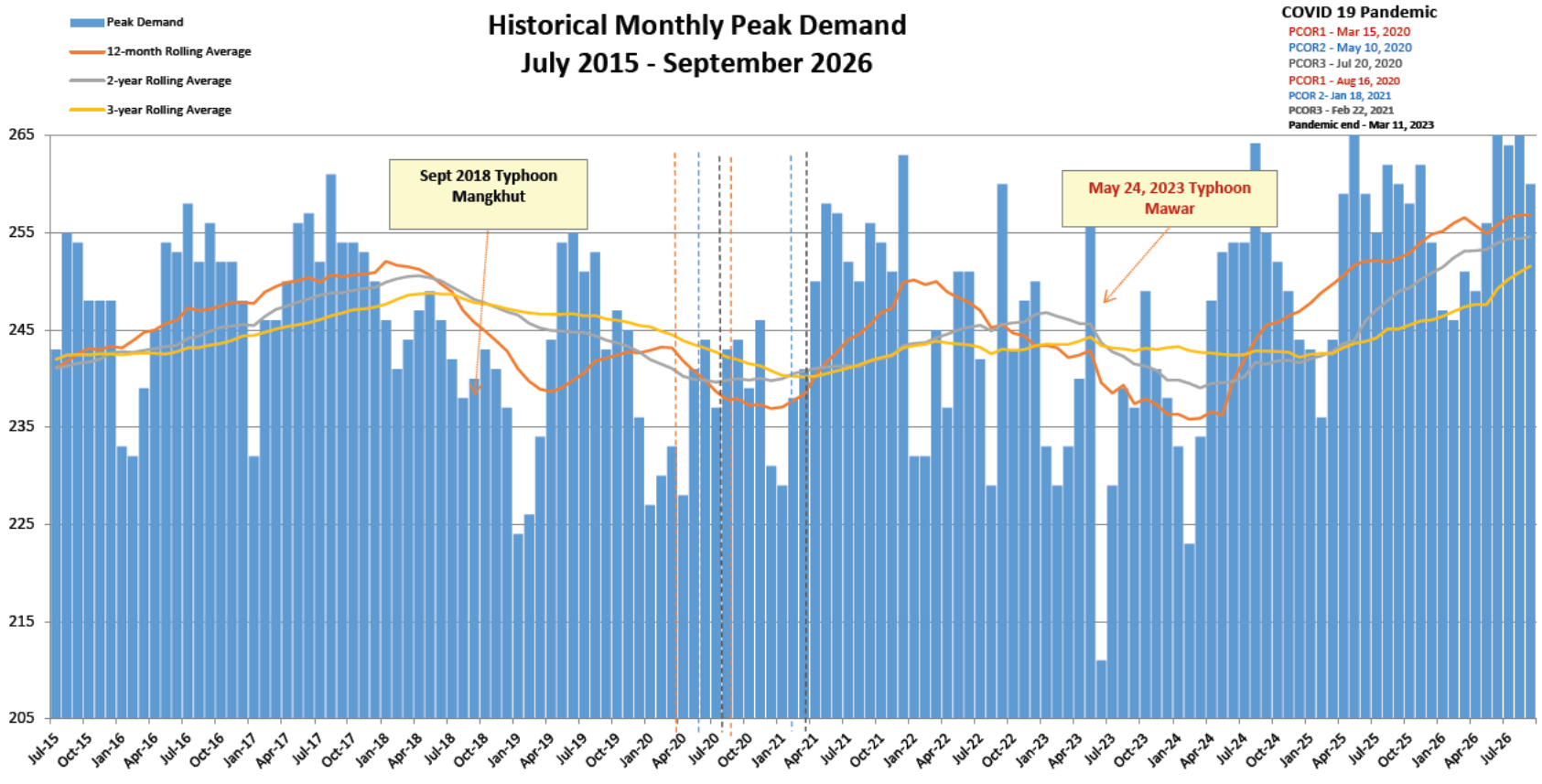

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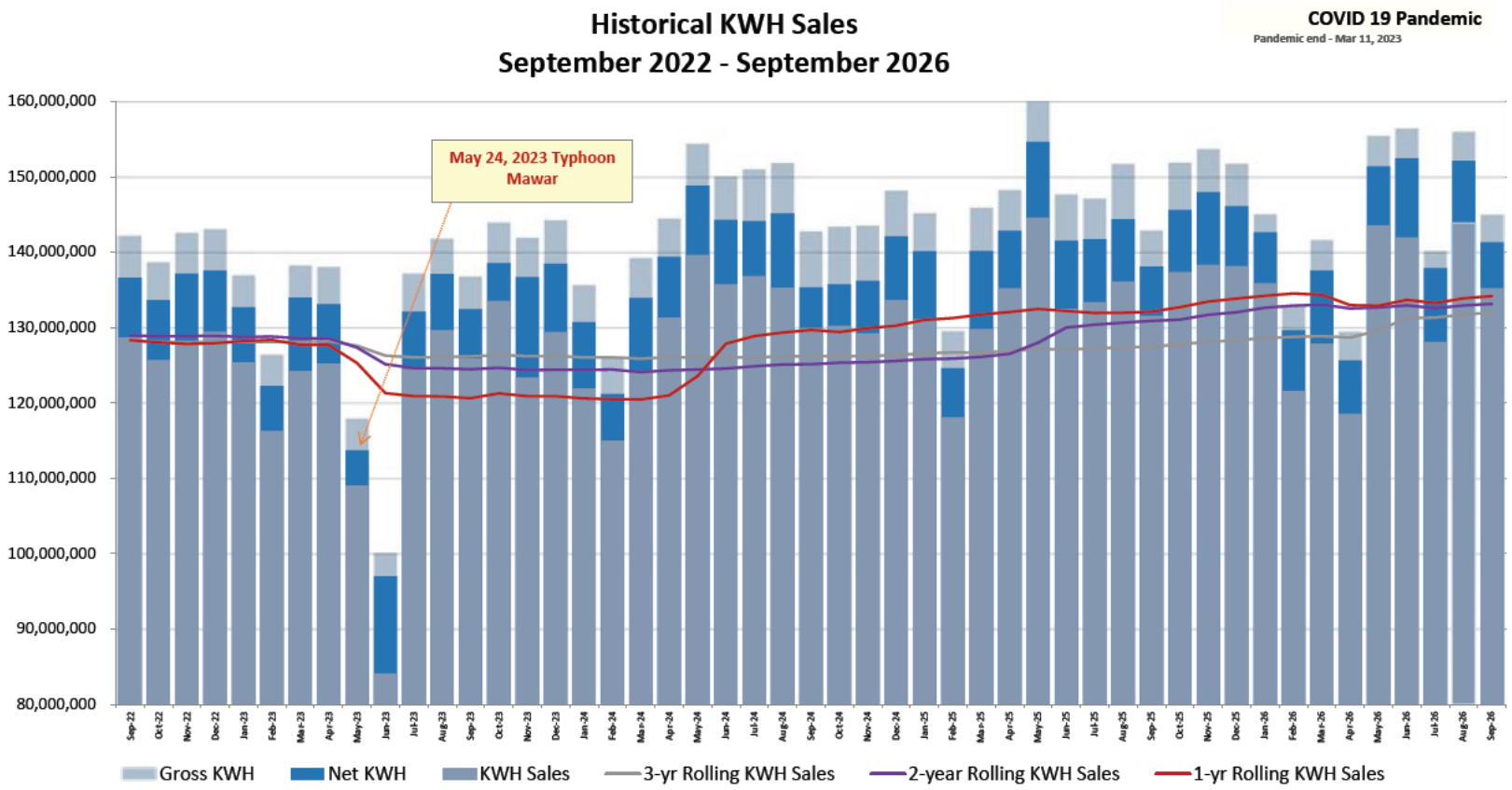

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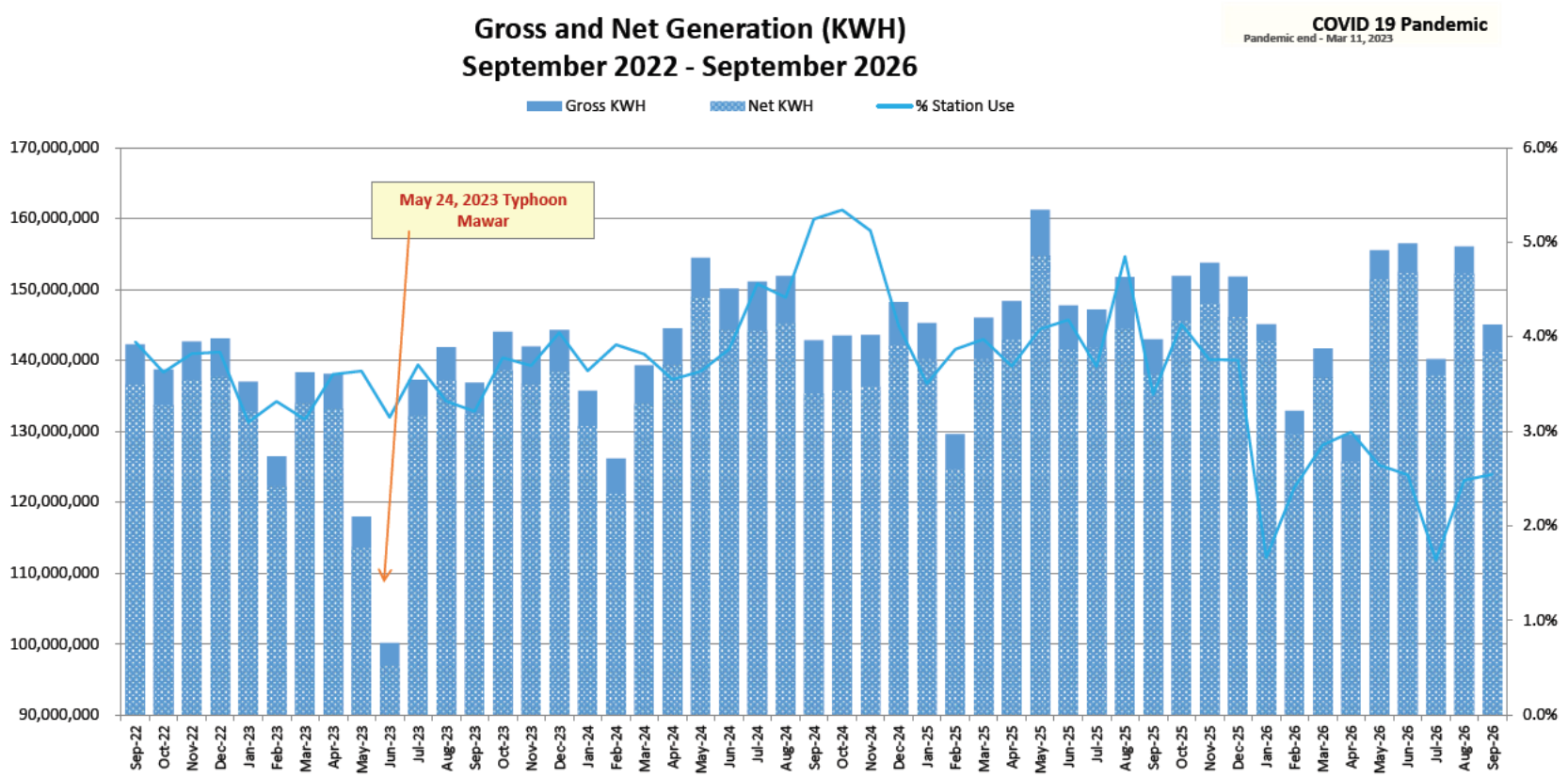
Gross and Net Generation (KWH)
September 2022 - September 2026



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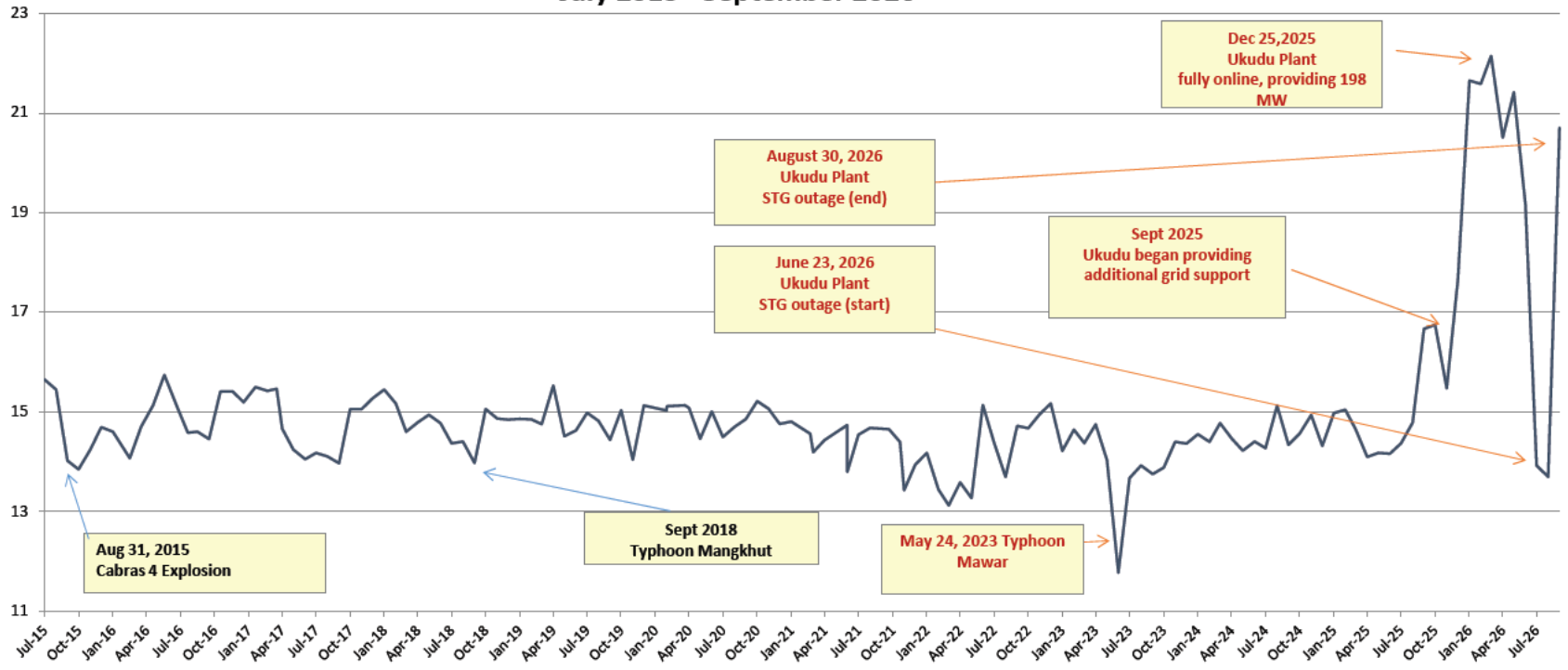
SYSTEM GROSS HEAT RATE
(KWH/Gal)
July 2015 - September 2026



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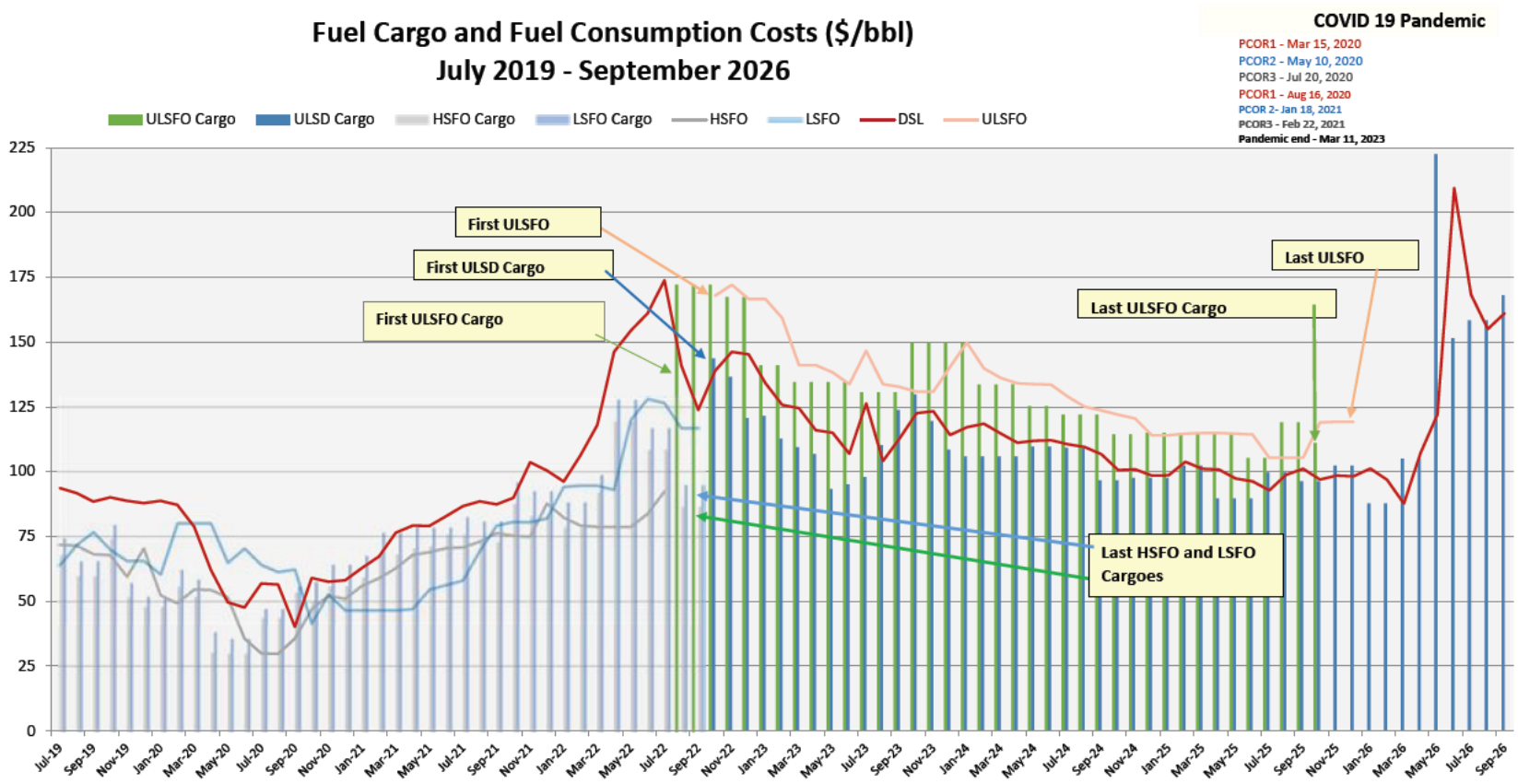

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E&TS Divisional Report Summary

September 30, 2026

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Contents

- E&TS Budget Execution Performance
  - O&M Contract Budget
  - CIP Budget
  - DSM Budget
- Environmental Compliance (SPCC and BMP Inspections)

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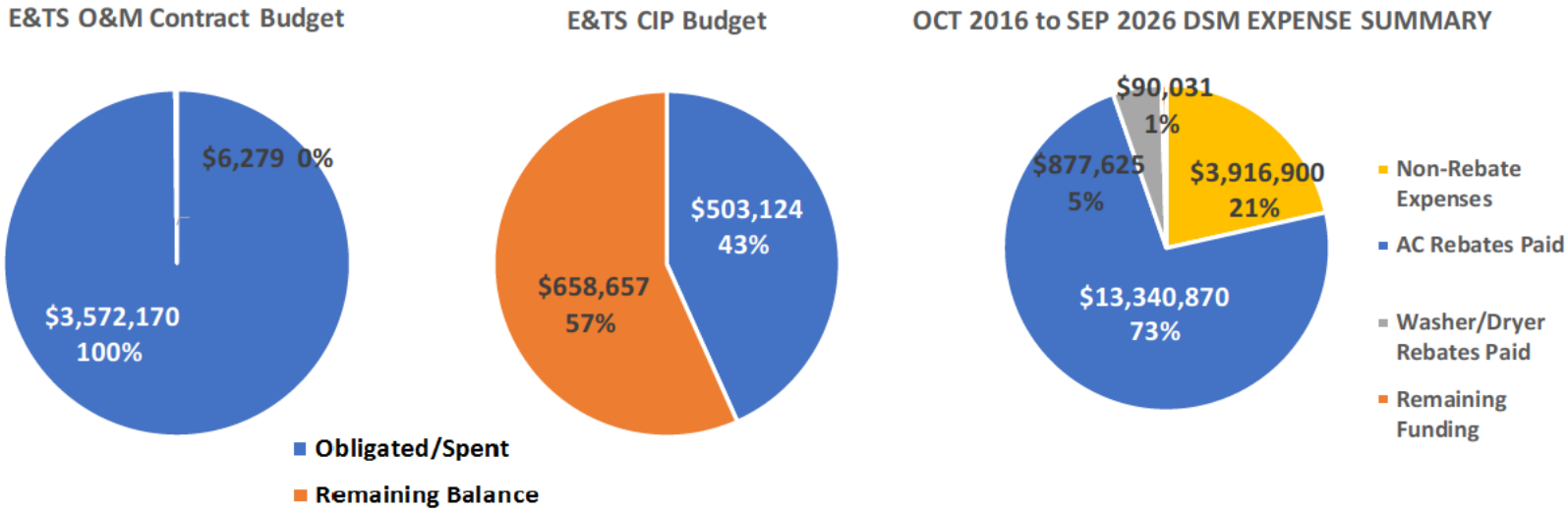
E&TS Budget Execution Performance



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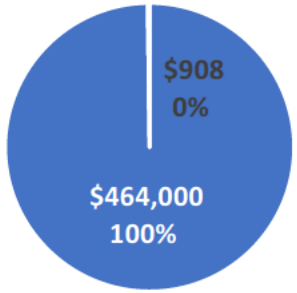
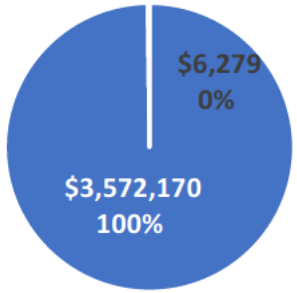
ENG O&M Contract Budget



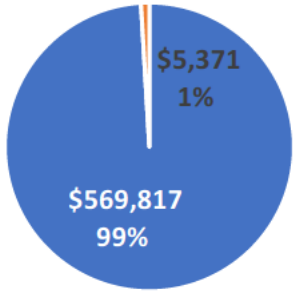
SPORD O&M Contract Budget



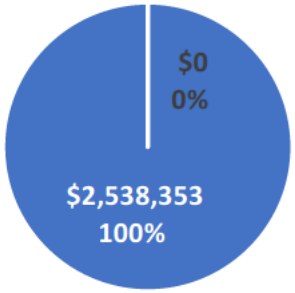
E&TS O&M Contract Budget

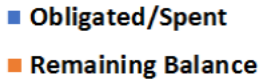


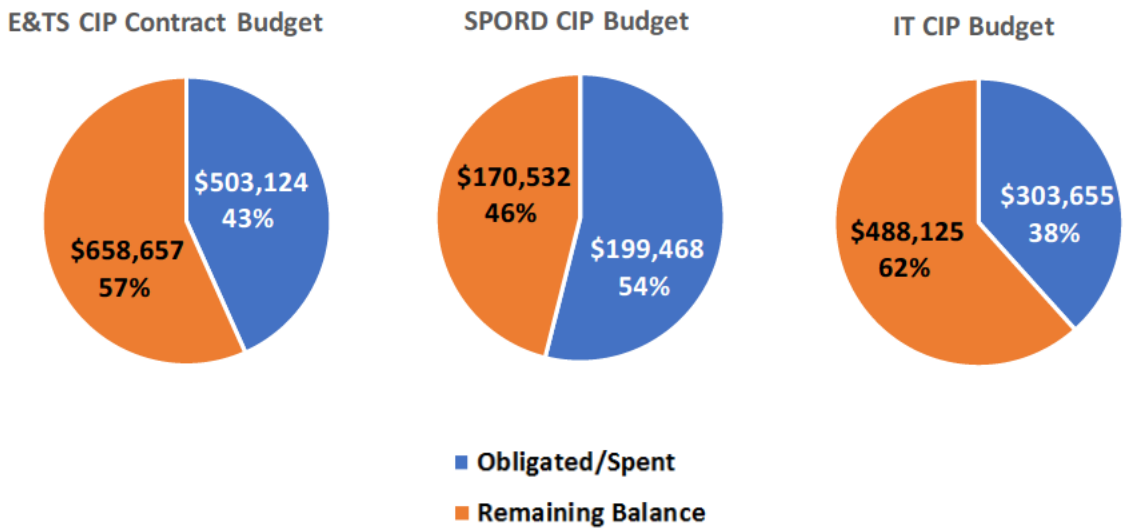
P&R O&M Contract Budget



IT O&M Contract Budget






E&TS CIP Contract Budget
$503,124
43%
$658,657
57%
SPORD CIP Budget
$170,532
46%
$199,468
54%
IT CIP Budget
$303,655
38%
$488,125
62%
Obligated/Spent
Remaining Balance

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Environmental Compliance

P&R Inspections Status Ending September 30, 2026

Inspection Type	Organization Responsibility	Violations Not Remediated	Number
Spill Prevention, Control, and Countermeasure (SPCC)	Generation	New Violation Notifications Issued	5
		Remediations Past Due	16
		Remediations Not Past Due	1
	T&D	New Violation Notifications Issued	0
		Remediations Past Due	0
		Remediations Not Past Due	0
Best Management Practices (BMPs)	Generation	New Violation Notifications Issued	NC *
		Remediations Past Due	NC *
		Remediations Not Past Due	NC *

NC * - Inspection Not Completed. Transitioning into monthly inspection with the termination of the old NPDES Permit. New permit pending.

- 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

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SPORD CCU Report

September 30, 2026

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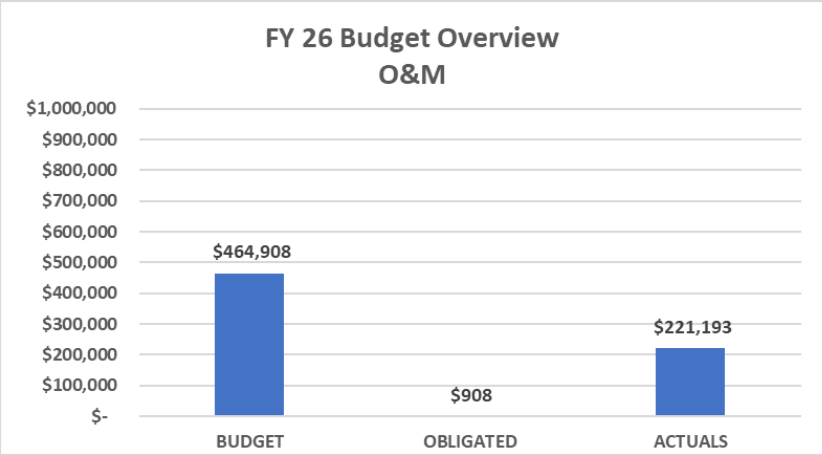
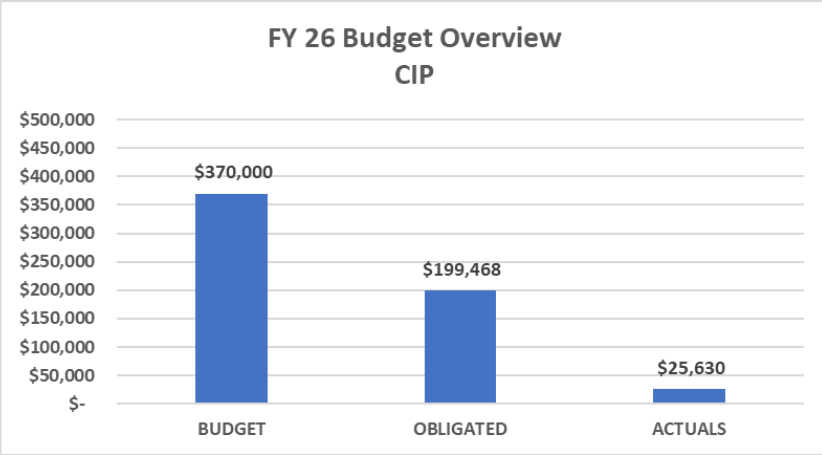
SPORD FY 2026 Budget Status





**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. -Energy Sense website upgrade ongoing.
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 efficiency, 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	-GDOE CMMS+ADA Compliance Audit Project: Final Completion March 20, 2026 -GDOE MOA Amendment 2. GDOE Superintendent signs MOA amendment on July 15, 2026. Contractor paid in full on 8/28/2026.	-PV+ BESS project: Contractor continues work at DHAPP Shelter; as of 9/30/26—rooftop PV installation is 95% complete, all racking, panels, rooftop conduits have been installed. Wall-mounted equipment is set and ready for conduits and wiring. Excavation locations for transformer pads and grid connections are located, marked, and cut.
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	-Ukudu was commissioned on December 25, 2025. -Established Installment Payment Agreement with Guam Advance for the payment of outstanding invoice on May 12th, 2026. First payment due June 1st, 2026. 2nd payment issued on 9/18/2026.	-Remaining outstanding items are being addressed by GUP/DUP -ULSD Loading/Unloading Arm installed on 6/10/2026 -LDS Acceptance Test was completed on 6/1/2026
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 completed the CEA Training Program -7 of 7 Employees completed the CEM Training Program -1 Employee completed CMVP Training Program -Exam Statistics o CEA Pass rate (2/5): 40% o CEM Pass rate (2/2): 100% o CMVP Pass rate (1/1): 100% -Grant closeout completed April 2026	-Five (5) CEM tests pending, six (6) CEA tests pending. The examination window for the CEM has been extended through April 2028, while the examination window for the CEA remains open through December 2026.
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.	-DSM Funded Pilot Project: FlowEV continues negotiations to secure a replacement pilot site. On 9/30/26, FlowEV subcontractor and GPA Engineering conduct site walkthrough of proposed Pilot Location. FlowEV to prepare design drawings. -Grant Funded: GEO and FlowEV begin preparation for LCPTracker payroll verification training; grant compliance reporting protocol.
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 billing, reporting, and contractual obligations remain on track. -Phase II ramp-rate analysis: CY1—CY4 analysis was completed as of August 31, 2026. Analysis for July–August 2026 was completed as of September 30, 2026.
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. -Package 3 (Onsite-Apra) T-line Permit Set Approved. -Package 4 (Apra-Piti) T-line permit set approved - February 6, 2026.	-Design review continues for: • Blackstart Operation Methodology • Rt. 17 Outage Coordination ongoing • Cotal Substation (Package 5) • Apra-Piti (Package 4) T-Line outage plan with DZSP Construction Activities: • Solar PV racking system • Step Up Transformer foundation and fire wall • Monotube pole foundation work continues for Pkg. 3: Auguring and concrete encasement. • Temporary bypass line construction (Rt. 17) – bypass line energized and turned over to GPA Engineering on 9/17/26. Contractor begins new monotube pole construction and existing pole demolition. • Package 4 (Apra-Piti) UG line concrete encasement
Renewable Energy Resource Phase IV - Core Tech Solar (Construction Management)	VAT	60 MW AC PV with 30 MW/120 MWh BESS in Harmon	MS GPA-012-23	Core Tech Solar Energy, LLC	Dec. 31, 2028	-Awarded contract to Core Tech Solar Energy LLC on 02/20/26. -UG transmission line manhole installation and trench work completed from Dos Amantes Substation to Harmon Substation.	-Dos Amantes Substation: installation of conduit stub-up -Cable pulling towards Harmon Substation Ongoing -Very Low Frequency (VLF) Cable testing at Harmon Substation manhole -On-site: o Post erection/alignment: 54.83% complete overall. o Racking System Assembly: 26.29% complete o Solar module installation: 3.88% complete o AC/DC Cable pulling: 83.20%/87.84%
Renewable Energy Resource Phase IV - PEC & LMS (Construction Management)	MAGG	13.8 MW PV/60 MWh BESS in Tamuning, Malojloj, Pulantat, Barrigada	MS GPA-012-23	PEC and LMS	Dec. 31, 2028	-Awarded contract to Pacific Energy Corp & Landscape Management Systems Consortium.	-Overall Construction Progress: Construction activities experienced delays due to prolonged rainfall during the previous month, resulting in slower progress across all sites. -Malojloj (17% Complete): Grading and road work ongoing; electrical control building permit under processing. -Pulantat (17% Complete): Grading and road work ongoing; electrical control building permit under processing. -Tamuning (8% Complete): Clearing and Grading (C&G) permit completed; silt fencing and perimeter fencing work underway; electrical control building permit under processing. -Barrigada (5% Complete): C&G permit in final review following a five-month delay due to Guam EPA staffing constraints; permit approval and commencement of perimeter fencing anticipated this month.

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PROJECT ACTIVITIES

DEMAND-SIDE MANAGEMENT & GREEN PROGRAMS

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
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 Kickoff Meeting for Guam Power Authority (DE-OE0000987, FOA3127) with DOE - OE was held on 3/20/2025. -Revised Project Management Plan, reflecting updates to the Project Schedule, was approved by DOE - OE on 3/25/2025. -The Financial Report (SF425) and the Research Performance Progress Report for the quarter were completed and uploaded on 04/30/2025, 07/30/2025, 10/30/2025, 1/29/2026, 4/30/2026 -NREL SPPA, FIA-25-32624-0 was fully executed on 8/8/2025 -PNNP SPPA, 83844 SPP Agreement was fully executed on 8/27/2025. -Updated PMP and Budget Justification was submitted on 11/4/2025. -Formal request letter for no-cost extension (Jan 17, 2027-Nov 30, 2028) was submitted to DOE on 11/5/2025. -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	-Server Setup: One (1) of five (5) servers is ready for PMU data testing and processing. NLR and PNNL user credentials and access have been reactivated. -PMU Data Download: A hard disk containing PMU data was sent to NLR. NLR will provide PNNL access to retrieve the data for testing and analysis. -LLNL Coordination: The proposed mass-transfer solution through LLNL is no longer feasible due to U.S. Navy cybersecurity restrictions. -GMAS Software Development and Testing: PNNL advanced GMAS software to alpha testing, continued API development, and completed protocol-conversion components. Software integration and joint API testing with NLR are scheduled to begin in October 2026. -PMP/Budget Revision: GPA has addressed all DOE NETL questions regarding the PMP and Budget revisions following Dr. Chuck Wells' withdrawal. The project is awaiting the official DOE grant award modification.
						- 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. -Initial Payment for NREL and PNNL were processed and completed on 1/08/2026 and the SF270 for the Reimbursement were processed and completed on 1/09/2026. -The revised Project Management Plan (PMP) and Statement of Project Objectives (SOPO) were submitted to DOE NETL on January 26, 2029. These revisions reflect the updated project period of performance (January 15, 2026 through January 14, 2029) and the transition away from the PXiSE Event Detector, with event detection software development to be performed by NREL. The submission package also included the revised Request for No-Cost Time Extension, the Letter of Commitment for the additional GPA cost share, the updated NLR budget spreadsheet, the consolidated updated project budget spreadsheet, and the required contractual documentation for Dr. Chuck Wells. -The revised PMP, Budget Justification, and supporting DOE documentation required for the transition of the subrecipient role from PXiSE to Enerzinx were submitted on April 30, 2026	
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	-The Financial Report (SF425) and the Research Performance Progress Report were completed and uploaded on 01/31/2025, 04/30/2025, 7/30/2025, 10/30/2025, 1/29/2026 • NREL SPPA, FIA-25-32623-0 was fully executed on August 8, 2025 • PNNP SPPA, 82787 SPP Agreement was fully executed on August 27, 2025. • 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. • Initial Payment for NREL and PNNL were processed and completed on 12/05/2025 and 1/08/2026 respectively while the SF270 for the Reimbursement were processed and completed on 12/16/2025 and 1/09/2026 respectively. • The revised Project Management Plan (PMP) were submitted to DOE NETL on January 26, 2029. These revisions reflect the updated project period of performance (January 15, 2026 through January 14, 2028). The submission package also included the formal Request for No-Cost Time Extension. -• Response to Notice of Non-compliance was submitted to DOE-NTEL on 4/3/2026. • Updated PMP and Budget Justification submitted on 4/30/2026.	-MMC Site: Initial site measurements were conducted as part of the preliminary assessment at Inarajan Middle School. Engineering design and simulation activities remain ongoing. -Equipment Coordination: GPA met with SEL on September 29, 2026, to discuss microgrid controller hardware, programming, communication protocols, protection requirements, and system integration testing. An RFP is being developed in coordination with Siemens to define SEL's scope of work and obtain a quotation. -Equipment Procurement: The project team is identifying equipment available in inventory and items requiring procurement through the EPC contractor. -Award Modification: DOE NETL the award modification is in progress. GPA is awaiting further updates and official approval.

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PROJECT ACTIVITIES

DEMAND-SIDE MANAGEMENT & GREEN PROGRAMS

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
ESS Pilot Program	MAGG	100 Customer ESS Pilot Program Residential and Commerical	Pending	Pending	Pending	-Completed 7/31/26: Research existing programs of other utilities for rebate forms and rebate amounts and submit for review -Completed 7/31/26: Prepare coordination plan with possible retail partners to introduce the potential program and submit for review -Completed 8/15/26: Prepare draft rebate form and eligibility requirements and submit for review (manual & online)	-Potential Partnership: Generation Renewable and Chief Energy Partners expressed interest in partnering with GPA on the project. Further coordination is pending approval of program funding. -On Hold: Coordination with the consultant on the recommended rebate amount and updates to rebate calculations remain on hold pending additional funding.
Solar Water Heating Rebate Program	VAT	Residential Customer Solar Water Heating Rebate Program	Pending	Pending	Pending	-Completed 7/31/26: Research existing programs of other utilities for rebate forms and rebate amounts and submit for review -Completed 7/31/26: Prepare coordination plan with possible retail partners to introduce the potential program and submit for review -Completed 8/15/26: Prepare draft rebate form and eligibility requirements and submit for review (manual & online). -Solicit participation for retail partners.	-On Hold: Coordinate recommended rebate amount with consultant - Additional funding is required to complete the updated rebate calculations.
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	-Reviewed 5,238 applications for rebates requests totaling $1,407,400 in FY2026. -Rebates Processed within 60 days KPI: FY2026 (As of August 2026) = 93%, FY2025 = 92%, FY2024 = 31%, FY2023 = 20%, *FY2022 = 2%	-Reviewed 529 applications for rebate requests totaling $136k in the reporting period (September 2026).
Commercial Lighting Rebate Program Rollout	HJC	Internal and Outdoor LED Lighting Programs	Pending	Prosperna & UFS	Q2 2026	-Annual DLC Membership and API: October 1, 2025 -Lighting Calculation Report: Rebate Structure and Incentive Calculations provided by UFS consultant: 11/7/2025 -PUC approved funding and this initiative on Docket 26-06 -Completed 7/31/26: Research existing programs of other utilities for rebate forms and rebate amounts and submit for review. See drafted manual forms attached. -Completed 7/31/26: Prepare draft rebate form and eligibility requirements and submit for review (manual). See attached documents. Pending program funds to build online rebate portal. -Completed 7/31/26: Coordinate recommended rebate amount with consultant. See attached vendor report. -Reached out to Benson, GHC, Home Depot and GESI in 2025. -Completed 8/14/26: Prepare coordination plan with possible retail partners to introduce the potential program and submit for review. Emailed copy of completed documents on 8/14/26. -Completed 8/14/26: Prepare draft rebate form and eligibility requirements and submit for review (manual & online). Emailed copy of completed documents on 8/14/26. -Completed 2024: Canvass all possible retail partners to introduce the potential program o Solicit participation o Get feedback on best ways to promote the program in stores and through retailer channels -Completed 2024: Develop a list of qualified contractors for installation and submit for review. Vendors sourced back in 2024 (Home Depot, GESI (No longer providing LED), Guam Home Center, Benson's Hardware).	-Online: Vendor provided costs and timeline to migrate and update system. -Manual/Paper: Updated documents for final review.
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	-OP 34652 Completed -PUC Approved project on Docket 26-06 -Due September 2026: Software and fleet management portal. Completed pending invoice for payment. -Generated updated project timeline, implementation, and deliverables: -Vendor to provide delivery of equipment and application training dates. -Pilot program T&Cs, issuance for and liability forms created. Pending legal review. -Due August 2026: Completed Vendor training and on boarding scheduled 8/27 & 8/28. -Completed 9/30/2026: Coordinate with marketing consultant to promote the program through website, social media, email blast, bill insert, and other suggested avenues.	-Due September 2026: Software and fleet management portal. Completed pending invoice for payment. -Due October 2026: Completed. Launch Pilot program. Project phase one to close by May 2027 -Completed 9/30/2026: Coordinate with marketing consultant to promote the program through website, social media, email blast, bill insert, and other suggested avenues -October outreach campaigns 2026 lifestyle expo, 2026 Energy Expo.
Online Energy Audit Tool	HJC	Online Home Energy Assessments Web Portal (My Energy Xpert)	Pending	Utility Financial Solutions	Pending	-Phase 1 – Completed 5/22/2023 Pilot -Phase 2 – Completed 7/23/2024 Online Energy Audit Program -FY 2026 Contract and PO obligations completed. -October 2026 – Pending negotiation to extend 1 year contract option.	-Contract amended until 9/30/2026. -New FY pricing analysis completed. -September 2026: meet with vendor for FY27 work and potential contract extension. -RFP planning for replacement services: Ongoing -Ongoing negotiations for FY27 & 28 completed. Pending vendor official offer and contract option 2 one-year extensions.
Integrated Resource Plan	FJI	Volume III: System Adequacy, Reliability, and Resiliency Volume VII: Demand Side Management Plan	Pending	Pending	Pending	-No updates.	-Evaluating Hitachi software capabilities. -Updating Volume VII contents is ongoing.

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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	LNS/BSN	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: 3rd-year base period ongoing (2/6/26 - 2/5/27). -Contract extension proposal received by Hyundai.	-Bulk ULSD shipment receipt (bbls): 249,932.61 Bbls -Tank 1935 and Tank 1907 (MT SES Brave) -The contract extension is for CCU and PUC approval, additional verbiage for the contract is approved by the Legal (Theresa). -Tabled on September CCU, to tackle on October CCU meeting.
Bulk RFO Supply Contract by Oceantanker Deliveries	LNS/BSN	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 excess inventory Surplus Bid with Procurement (GPA-Surplus-002-26) completed.	-ULSFO Bulk Shipment (bbls): Final load out took place August 20, 2026. Delivering Tank : Tk1903 and B-Line -Contract for ULSFO Bulk Supply expires last August 2026.
Diesel Supply Contract by Roadtanker Deliveries to Various Plants	LNS/BSN	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 ongoing (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	LNS/BSN	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 in progress (10/1/25 - 9/30/26). -2nd year of the 2-year extension to commence (10/01/26-09/30/27).	-Continued the ULSD supply requirements for the various WSD & GWA generator site locations by roadtanker deliveries.
GPA Fuel Farm PMC Contract	LNS/BSN	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. Approved by CCU (Resolution 2023-14) and approved by PUC (Docket 23-14). 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. -Supreme 2-year contract extension, amendment 2 signed. To commence the 1st year of the 2-year extension period (10/01/26-09/30/27).	-Continued ULSFO & ULSD supply requirements of the plants by pipeline transfer.
RFO Inspection & Testing Contract	LNS/BSN	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). -Last ULSFO fuel movement will be on August 16, 2026.	-ULSFO Bulk Shipment (bbls): None for September, final Load out was August 20, 2026.
Diesel Inspection & Testing Contract	LNS/BSN	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).	-Bulk ULSD shipment receipt (bbls): No shipment -Product quality re-certifcation: No shipment

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PROJECT ACTIVITIES

FUEL PLANNING & MANAGEMENT

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Diesel Inspection & Testing Contract No. 2	LNS/BSN	Diesel quantity and quality determination by independent third-party inspection (physical survey & laboratory testing).	Pending	Pending	Sept. 30, 2029	-OR was raised and contracts was reviewed by legal and Tami for the insurance compliance. -Awaiting AG's determination. -Bid Release Date from Procurement April 18, 2026. -Bid-opening, schedule on June 18, 2026 (Technical Proposal). -Technical proposal review done. -Awaiting AG to move forward to bid price opening. -Bid Price opening is schedule on September 08-10, 2026	-Price proposal opened. -Waiting for AG's determination to issue the winning bid. -Scheduled the awarding to the winning bidder this coming October.
F-1 Dock Use Agreement	LNS/BSN	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. -Sent Amendment 5 to TTGI for month-to-month contract until TTGI and PAG come up with new agreement. -Amendment #5 signed and PO was updated.	-ULSFO Bulk Shipment (bbls): None Issuing Tank: N/A -ULSD Bulk Shipment (bbls): M/T SES Brave Receiving Tanks: Tk1907/1935
RFO Storage Lease Agreement	LNS/BSN	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, awaiting buy-back.	-Continued delivery of ULSFO to Cabras 1 & 2 by pipeline transfer as needed. -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. -Tentative loadout will be July 2026. -Sent notice to TTGI for the early termination. -Load-out will be on August 16, 2026 will exhaust the August contract expiration. -Discussion with TTGI for the amendment of lease instead of Tank 1903 it'll be Tank 1931 to accommodate the remnants of ULSFO for sludge disposal. -Amend the Agreement to substitute the tank 1903 to tank1931
RFO Pipeline Lease Agreement	LNS/BSN	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. -Surplus bid issued, tentative load out August 2026. -Load-out will be August 16, 2026, will exhaust the August agreement expiration.	-Surplus Bid award finalized, load-out will be August 20, 2026. -Agreement is already expired by August 31, 2026.
Diesel Storage Lease Agreement	LNS/BSN	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, 2031	-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. -Proposal from TTGI for 5-year renewal was received and under negotiation. -CCU Resolution approved 4/17/26 -PUC Order approved 6/25/26 -Contract Amendment signed 7/16/26	-Bulk ULSD shipment (bbls): MT Mohac TTGI Receiving Tank: 1907 / 1935 -ULSD Transfer from Tk1907 to Tk1935 (bbls): Tank to Tank Transfer -Continued delivery of ULSD to Tenjo Vista by pipeline transfer.
TK 1934 & TK 1935 Refurbishment Project	LNS/BSN	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. -Remobilization done, repairs to resume April 13, 2026. -Lead abatement is on-going as per schedule.	-TK 1935: Delivered ULSD to Piti 7/8/9. -TK 1934: None (under repair)
TK 1934 & TK 1935 Refurbishment Project	LNS/BSN	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. -Quick Flash Tank Bid on-going, after award and construction, can fully test the OWS.	-No updates. -Pending completion of Quick-Flush project w/Project Management. -Quick Flush project on hold. Pending budget.
TK 1934 & TK 1935 Refurbishment Project	LNS/BSN	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.

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PROJECT ACTIVITIES

FUEL PLANNING & MANAGEMENT

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
Quick Flush Tanks for TK 1934 & TK 1935 (Construction)	LNS	Fuel Farm CIP - Efficient System for Water Draw Off & Product Recovery	Pending	Pending	Pending	-No updates.	-No updates.
Fuel Inventory Tracking	LNS/BSN	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	LNS/BSN	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 August 2026.
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 September 2026.
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. -Initial inquiry with SPPC regarding possibility of MOU. -SPPC replied with positivity, will schedule a meeting once fuel crisis subsides.	-Asked regarding the availability of SPPC for the initial meeting.
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 perof of February 2026 - July 2026 was prepared on Nov. 14, 2025. -Fuel/generation forecast for February 2026 - January 2027 was prepared on Feb. 27, 2026. -LEAC generation forecast for the period of August 2026 – January 2027 was prepared on May 8, 2026. -Submitted a Fuel/Generation forecast for the period of 2026-2031. -Fuel/Generation forecast for the period of 2026 – 2031 was prepared on June 30, 2026. -Fuel/Generation forecast for the period of August – December 2026 was prepared to account extended Ukudu Outage. -Fuel/Generation Forecast for CY2027 was prepared in August 2026.	-No Fuel/Generation forecasts were needed in September.
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. -Samples of DEF were taken to determine if the DEF storage tanks require cleaning. -Ormazabal switchgear swap out was completed on Feb. 27, 2026. -Received Performance Guarantee Extension on May 7, 2026. -Aggreko removed 5 MW from the plant on 7/29/26. Current capacity at 15 MW. -Reviewed contract close-out requirements and provide a list of any pending items to Aggreko.	-No updates.
GUP Truckloading/Gantry Facility Management Contract	BSN/FJI	Management, Operation & Maintenance of the GUP Truckloading and Gantry Facility.	Pending	Pending	FY2025 - FY2026	-Pending- Solicitation for the Management, Operation, and Maintenance of the facility is estimated to start on September 2025, after the completion and turn-over of the facility to GPA. -RFI response regarding road modification provided to GUP on 8/19/25 -Signed Change Order proposal was provided to GUP. -Road modification verification was conducted on March 17th, 2026. GPA comments from the demonstration were shared with GUP/DUP. -Loading arm arrived on June 2026. -Draft Bid-Documents prepared. -Sent bid documents for review. -Received signed planned procurement memo. -Created requisition OR41191	-GPA provided comments to GUP ULSD loading/unloading procedure. -Gantry loading arm commissioning scheduled for October 2026.
IRP/Volume VI & Volume XIII	LNS/BSN	Fuel Management & Affordability Plan	Pending	Pending	FY2026	-Developed introduction, goals and objectives. -Draft Goal and Objectives are available.	-No updates.

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PROJECT ACTIVITIES

SYSTEM & SMART GRID PLANNING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
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. -PO34627 WindMil training issued and acknowledged by Milsoft – Jan 2026 -PO34685 Annual Maintenance WindMil & WindMilMap issued and acknowledged by Milsoft – Feb 2026 -Completed WindMil training May 2026.	-No updates.
Outage Management System	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. -PO34685 Annual Maintenance WindMil & WindMilMap issued and acknowledged by Milsoft - Feb 2026. -Completed Arc Pys integration.	-Milsoft demonstrated SEL integration with OMS.
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 the stage of Peer review of the Scope of Work. -Completed RFP Fiber Optic and Network Communication 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	-GPA-RFP-26-005 Completed Evaluation Committee Memo.
Mobile Workforce Management Software	CNC	Upgrade and training for Clevest Mobile Workforce Management Software	GPA-RFP-22-006	Pending	TBD	-Completed troubleshooting training with IT.	-Meter/Relay Superintendent approved. Sent bid documents.
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.

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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 410 out of 413 - 7320 routers from firmware 8.5.2 to 8.5.4. -Updated 410 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 Power Plant, Fadian Tropos002. -Configured new TRO670 routers to communicate with existing ABB switches. -Designed and built power junction boxes for Tier II routers. -GPA-RFP-24-011 Contract Signed and PO 33520 Acknowledged by Vendor -Completed configuration & testing of 1 each Camera -Replacements Completed - BAVI-T2-2026-AREA01(1 router), BAVI-T2-2026-AREA02(2 routers) & BAVI-T2-2026-AREA02(1 router)	-Replacements Completed - FY2026-AREA02 (1 router), FY2026-AREA03 (2 routers), FY2026-AREA04 (2 routers), & FY2026-AREA07 (1 router) -35246OP - Received ladder -35143OP - Received DIN Rails and PoE Injector -34814OP – Received 2 each Security Cameras -Completed TRO670 Gateway Fiber configuration and troubleshooting -Completed On-Site Training from 8/17 to 8/21 -34814OP – Received 2 each Security Cameras -Completed configuration & testing of 1 each Camera -Coordination payment and delivery of cabinets with Hitachi -35287OP – Junction box Materials – Cancel PO since it will not meet 9/30/2026 deadline -Troubleshooting Access to 2 each TRO670 routers -FY2026-AREA07 Replacements - Completed Documentations -FY2026-AREA06 Replacements - Completed Documentations -FY2026-AREA05 Replacements - Completed Documentations -TRO670 Gateway fiber test at Julale –Completed -RMA DHL Shipment of 6420 router – Completed -RMA DHL Shipment of 6420 router sn229208 – Completed -Coordinating with SIM vendors to suspend services at the end of FY2026 -FY2026-Recloser2 WO#528735 (1 each router - Completed
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.	-Waiting on Finance approval.
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. -FY2026 PO amendment I completed for additional services. -Completed configuration management board plan supporting documents.	-Completed Configuration Management Board Plan supporting documents. -Received invoice 09102026GPA0002 for Configuration Management Board Plan supporting document. -Coordinating with Smartworks on required document for the Hosting Services.
Engineering Studies	JUM	Consulting services for studies related to GPA's generation, transmission and distrubution systems.	GPA-RFP-25-002	Enerzinx, LLC	Continuous	-RFP announced Feb. 18, 2025, closed Apr. 29, 2025. -Proposals reviewed. -Price proposals reviewed. -Recommendation of award completed. -GPA-RFP-24-011 Contract signed – April 2026 -PO 33520 acknowledged by Enerzinx – May 2026 -Received Long Range Transmission Planning Study quote.	-Waiting on Long Range Transmission Planning Study timeline from Enerzinx.

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PROJECT ACTIVITIES

SYSTEM & SMART GRID PLANNING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
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. -RFP documents finalized - pending upper management review and approval.	-Testing continues.
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	Itron International, LLC	Continuous	-RFP documentation and negotiations completed. -Recommendation of award completed. -FY26 purchase order for MV90 annual maintenance completed. -GPA-RFP-24-015 contract signed by GPA & Itron - June 2026.	-Coordinating with Itron on upgrade of MV90.
Smart Grid Analytics	JUM	Upgrade, training and studies for Landis + Gyr Advanced Grid Analytics Software	GPA-RFP-24-013	Pending	Continuous	-Studies completed under previous contract. -Test environment servers created under previous contract. -Recommendation of award completed. -Legal approved GPA-RFP-24-013 contract 5/14/2026.	-Landis+Gyr finalizing contract and obtaining signatures.
Eportal	JUM	Upgrade, integration and training for Smartworks Customer Connect System	GPA-RFP-25-003	Smartworks IS	Continuous	-E-Portal mapped to MDMS's new PostGres Server. -MyEnergy update completed under IT's PO for annual maintenance. -Committee recommendation of award completed. -GPA-RFP-25-003 Contract signed and PO#34275 acknowledged by vendor.	-Coordinating with Smartworks on required document for the Hosting Services. -Managing Smartworks access requests.
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. -Legal approved contract 5/14/2026. -Contract signed and PO34085 acknowledged by vendor.	-Managing Smartworks access requests. -Coordinating annual maintenance payment.
Photovoltaic Monitoring	JUM	PV Monitoring Solar Irradiance Sensor	N/A	N/A	TBD	-Purchase order awarded. -Devices received.	-No updates.
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 45 EA L+G routers. -GPA-RFP-24-006 completed legal review. -BAVI-T3-2026-AREA02 WO#538089 (5 each routers) - Completed	-BAVI-T3-2026-AREA02 WO#538089 (5 each routers) –Completed -Requested Landis+Gyr for updated BAFO.
Distribution Automation	JUM	Pending	Pending	Pending	Continuous	-Configured Tier II TRO670 for wireless communications. -Wirelessly access FLR through Tier II communications. -Add three FLTs on FLR device. -Received Fault and Load transmitters. -Received SEL Test Tool (Mini Current Loop, Magnetic	-No updates.
Utility and Grid Operator Technical Assistance	JUM	Pending	Grant	NREL	Continuous	-Deliverable 1 - Planning framework. -Deliverable 2 - Data management and network modeling. -Deliverable 3 - EMT modeling training (part 1).	-Completed -EMT simulations Training - Utility operators TA.
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. -GPA-RFP-24-008 completed contract legal review. -Contract signed and vendor acknowledge PO.	-Contract signed and vendor acknowledge PO.
Integrated Resource Plan	Team	Volume VII: Medium Range Distribution Plan Volume IX: Long Range Transmission Plan Volume X: Information/Operational Technology Plan	Pending	Pending	Pending	-Finalized contract w/ Enerzinx. -Received proposal from Enerzinx for study. -Completed Customer Outage Estimations for AGMETS per feeder.	-No updates.

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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) -Vol. II forecast data: received hourly load from Howard from UFS up to 2040 on 3/17/26. -Finance approved coordination between Engineering and UFS on IRP Load Forecasts and IRP Unit Characteristics Report (04/24/26). UFS started work on Unit Characteristics Report and Spatial Load Forecast.	-Team participation in Guam IRP Support: Virtual Workshop -Team attended training with Hitachi on utility resource software associated with IRP analysis and reporting. -Team members attended GPA IRP Support Workshop at the National Laboratory of the Rockies from 9/14 – 9/18/26 to collaborate on upcoming IRP.
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. -Typhoon Mawar repairs confirmed completed March 2026. -Typhoon Sinlaku repairs in progress. Damage assessment was completed. -FEMA Inspections for Typhoon Bavi, Sinlaku, and Mawar were completed.	-Inspection of completed Recapitalization Projects are ongoing. -Preparation for the determination of penalty fees ongoing. -Processing of invoices for O&M, recapitalization, cylinder oil and emulsifier ongoing. -Management approval for $90k overage was received 7/14/26, MEC was notified to submit their invoice for GPA processing -2025 CIP/PIP Projects final work ongoing. -2026 CIP/PIP Projects in progress and ongoing. -Continued planning, evaluation and calculation of contract performance. -Compiling records and data for performance review. -Coordinated meter calibration project scope and meeting with contractors. -Coordinated with MEC to finalize MOH costs and submit request to additional funding approval to address overage. -Coordinated the continued Typhoon Sinlaku repairs. Cladding Repairs prioritized due to safety concerns. All remaining repairs to follow as required. -Bavi Repair cost estimates received from MEC; removed costs attributable to Typhoon Sinlaku to maintain separate damage claims. -Additional Cladding Repair attributed to Bavi cost estimates received from MEC; coordinated and submitted to Engineering for FEMA claims -Coordinated and received Typhoon Sinlaku repairs approval from GM 8/14/26. -Coordinated and received Typhoon Bavi repairs approval from GM 8/21/26.
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. -Contract approved by OAG. -Core Tech Solar Energy, LLC contract executed with an effective date of 2/20/26.	-Ongoing construction management handled by Engineering Division and SPORD Demand Side Management & Green Programs (DSM) Section. -Ongoing coordination regarding the Financial Agreement and Development Security. -Coordinated with Interim Legal Counsel regarding legality of alternate financial arrangement after CFO rejected Core Tech's original Letter of Credit (and Creditor) for their Development Security.
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	None	-Contract negotiations ongoing. -GPA sought the review and opinion by the Office of Attorney General after an unsuccessful negotiations meeting held April 28, 2026 between GPA and Mohave. OAG received request on May 5, 2026. -Ongoing coordination between GPA and OAG to obtain legal opinion on bidder's price proposal and adder. Opinion still pending. -Coordinated with Legal Assistant on familiarizing the newly appointed Interim Legal Counsel with the Mojave Project and the status of its OAG 5150 review.

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PROJECT ACTIVITIES

STRATEGIC PLANNING & ENERGY CONTRACTING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
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. -PEC Contracts signed 3/23/2026 with effective date 3/31/2026. -Construction management (DSM/Engineering) handoff completed for construction coordination with PEC.	-PEC informed GPA of new EPC, forwarded letter to Procurement and waiting confirmation from PMM if there are any pending requirements from PEC regarding this change. -Committee met to review submitted EPC documentation 9/10/26. -Committee unanimously decided to request for re-submittal of original bid with call-outs to changes/updates, ongoing coordination with Procurement.
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. -Bidder received Executive and Legislative approval for the use of CLTC property, golf course location, as the proposed site for solar farm. -CLTC Commissioners approve the request to sign perpetual utility easement for the interconnection substation on GICC/CLTC property on 3/19/26. -Utility Easement Agreement for facility substation officially signed on 6/02/26 -CCU approved Resolution No. 2026-19 RELATIVE TO APPROVAL OF THE PHASE IV RENEWABLE ENERGY 4 ACQUISITION AWARD TO SUNENERGY 1, LLC, SUNENERGY 2, LLC, 5 SUNENERGY 3, LLC, AND SUNENERGY 4, LLC, 6 FOR UP TO 62 MEGWATTS OF RENEWABLE ENERGY CAPACITY. -PUC GPA Docket No. 26-14 approved by PUC on June 25, 2026. -Power Solutions contracts executed 9/29/2026 with effective date of 12/31/2026.	-OAG Review of Power Solutions REPA and IA completed. -PHASE IV RENEWABLE ENERGY 4 ACQUISITION AWARD. -Vetting of new BESS Inverter models via System Impact Studies vendor. -Coordinated the review and response for a request associated with the Single Line Diagram. -Continued coordination for signing and commissioning dates to finalize contract for execution.
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. -Entered 2nd-year of O&M contract. -Initial PO and CE training completed March 2026.	-Ongoing coordination regarding prospective training opportunities. -Scheduled and coordinated online training sessions. -Coordinated recording of training sessions and submittal of videos to GPA for future reference/use.
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	-None	-Coordinated the legal review and approval of bid contract. Approval received 7/25/26. -Coordinated finance review and approval of insurance clauses of bid contract. Approval received 7/27/26. -Bid contract, inclusive of insurance clauses, approved by Legal and Finance, and submitted to PMM for continued processing and subsequent tasks. -Plan Procurement and Updated Bid doc uploaded to E1. -Ongoing coordination to complete the procurement process requirements.
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.

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PROJECT ACTIVITIES

STRATEGIC PLANNING & ENERGY CONTRACTING

PROJECT	LEAD	DESCRIPTION	BID/RFP NO.	CONTRACTOR	EST. COMPLETION	MILESTONES	ACTIVITIES THIS MONTH
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 5 of 25 year O&M contract. -Peak shifting period expired 2/1/26. -Peak Shifting period extended to 2/1/2028.	-Weekly and monthly 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 auto peak-shifting testing ongoing. -Coordination for over-yearly maintenance inspections and test procedures for major equipment (Transformers and Switchgear) ongoing. -ESS Recalibration Assessment completed. Coordination to meet with contractor regarding recommendation. -Coordination for Typhoon Sinlaku GPA approval and invoicing. -Coordination for Typhoon Bavi operations, damage assessment, inspection, repairs, invoicing and management approval of repair work. -Coordination for the extension of Peak-Shifting services and the amendment to existing contract. -Coordination with legal for the review and approval of Amendment VII to Contract for the Energy Storage System Phase I Project. -Contract extended an additional 2 years from February 1, 2026. -Auto-Peak-Shift Retest attempted on 09/29/26. -Bavi repairs approval completed. Requisition created. -Sinlaku ATF approval completed. PO created. Pending supporting documents for invoices. -O&M Cost Increase sent to GM for review. -Review of Request for Backup AC completed.
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. -Bid draft completed. Pending upload to Procurement and publication. -Invitation for Bid Announcement 8-20-26.	-Continued contract final version review and approval by GPA Legal Counsel, to include the GPA Determination to deviate from Standard Clause – Liquidation Damages. -Legal approval 7/24/26. (Finance approval 11/2025.) -Final Bid review, all volumes by SPORD and IT. -Upload of updated bid documents to E1. -Bid documents sent to OAG for review and approval prior to announcement and subsequent bid tasks. -Coordinated final cybersecurity and physical security edits. -Coordinated final edits to the qualitative scoring workbook. -Reviewed bid Amendment I content to update bid Milestones, Cybersecurity, and Workbook. -Amendment I submitted to Procurement on 9/4/26. -Amendment I completed on 9/28/26. -Ongoing drafting of responses for new bidder inquiries.
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 reviewed, approved by Legal Counsel and sent to DOAG. -Continued follow up coordination on the revised MOA amendment with DOAG. Pending is the approval by DOAG and government partners of the revised document, originally sent 2/11/26 and followed up 5/2026 and 6/2026. MOA amendment requires multiple government head signatures to include the Governor and OAG. -Received final approval of amended MOA draft by DOAG. -Ongoing coordination with legal for OAG review. -Ongoing coordination for the signing of department head and signatory parties.
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	-June 2025: GPA provided scenarios and system information for NLR RFI/ Data Request, including feeder data. -June 2025: The main scenario decided on is providing backup power for the Umatac feeder P-340. -July 2025 – Present: NLR created scaled/ mock system to represent Umatac feeder load and behavior using ARIES and has started running experiments using different ranges of loads. -July 2026 – Demonstration results completed and received on 8/15/26.	-Ongoing review of final results of study of mock system.

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CCU Report- DSM

September 30, 2026

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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	$ 86,635	$ 818,987
Other Contractual	$ 778,980	$ 107,855	$ 201,200	$ 167,538	$ 527,916	$ 673,433	$ 631,992	$ 3,088,913
Ads & Radio Announcements	$ 9,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000
Paid Rebates-Split AC (Residential)	$ 4,904,451	$ 1,855,550	$ 1,579,649	$ 1,306,345	$ 998,125	$ 1,528,625	$ 753,275	$ 12,926,020
Paid Rebates- Central AC (Residential)	$ 24,900	$ 3,900	$ 9,500	$ 1,650	$ 1,800	$ 1,200	$ 1,600	$ 44,550
Paid Rebates- Washer/Dryer (Residential)	$ 269,228	$ 134,497	$ 159,250	$ 89,450	$ 54,000	$ 115,000	$ 56,200	$ 877,625
Paid Rebates-Split AC (Commercial)			$ 7,300	$ 7,650	$ 107,400	$ 145,100	$ 53,350	$ 320,800
Paid Rebates- Central AC (Commercial)				$ 1,000	$ 2,550	$ 17,100	$ -	$ 20,650
Paid Rebates- Rooftop Package AC (Commercial)				$ 1,150	$ 13,850	$ 2,300	$ 5,750	$ 23,050
Paid Rebates- VRF AC (Commercial)				$ 2,450	$ -	$ -	$ -	$ 2,450
Paid Rebates- VRF AC (Residential)					$ 1,710	$ 1,640	$ -	$ 3,350
Total Expenses	**$6,144,403**	**$2,264,197**	**$2,083,611**	**$1,648,446**	**$1,809,791**	**$2,596,145**	**$1,588,803**	**$18,135,395**

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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	**5,525**	**7,673**	**$ 1,555,100**	**72**	**105**	**$ 27,400**	**5,453**	**7,568**	**$ 1,527,700**
Oct-25	437	590	$ 117,850	8	10	$ 1,850	429	580	$ 116,000
Nov-25	402	519	$ 105,075	7	11	$ 1,450	395	508	$ 103,625
Dec-25	466	590	$ 116,050	5	5	$ 1,150	461	585	$ 114,900
Jan-26	482	653	$ 134,025	6	7	$ 1,150	476	646	$ 132,875
Feb-26	368	492	$ 99,875	8	14	$ 2,250	360	478	$ 97,625
Mar-26	458	625	$ 127,725	14	14	$ 2,800	444	611	$ 124,925
Apr-26	380	537	$ 111,000	12	19	$ 6,150	368	518	$ 104,850
May-26	560	708	$ 145,450	10	16	$ 3,600	550	692	$ 141,850
Jun-26	590	768	$ 152,750	10	13	$ 2,800	580	755	$ 149,950
Jul-26	499	680	$ 133,950	6	6	$ 1,300	493	674	$ 132,650
Aug-26	596	795	$ 164,375	13	14	$ 5,250	583	781	$ 159,125
Sep-26	529	688	$ 136,050	12	27	$ 3,800	517	661	$ 132,250
TOTAL	**23,013**	**31,802**	**$ 6,439,800**	**338**	**490**	**$ 116,650**	**22,675**	**31,312**	**$ 6,323,150**
Monthly Averages (FY25)	**460**	**639**	**$ 129,592**	**6**	**9**	**$ 2,283**	**454**	**631**	**127,308**

** 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.

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Renewable Energy Production CCU Report

September 30, 2026

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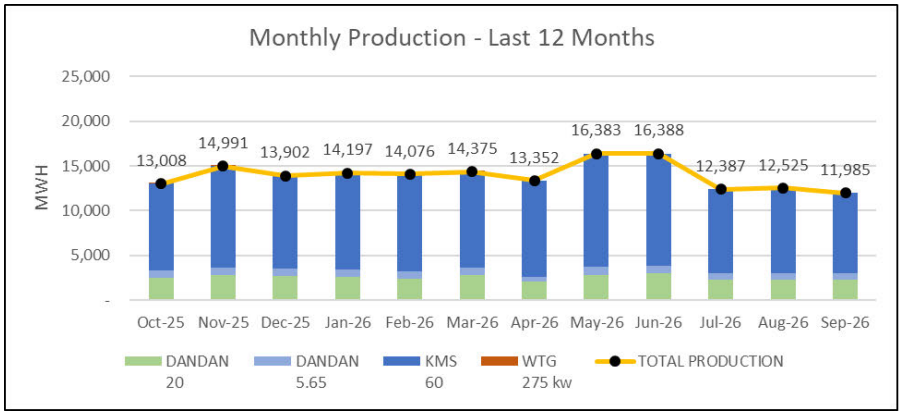
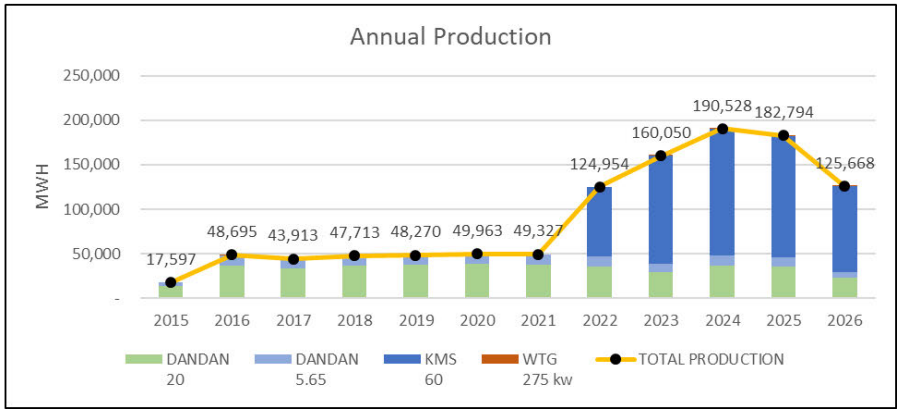
Renewable Energy Charts





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Renewable Energy Table

Monthly Renewable Production - Last 12 Months (LTM)

Date	DANDAN 20	DANDAN 5.65	KMS 60	WTG 275 kw	TOTAL PRODUCTION
Oct-25	2,553	758	9,696	1	13,008
Nov-25	2,793	823	11,374	1	14,991
Dec-25	2,749	804	10,349	-	13,902
Jan-26	2,649	782	10,764	2	14,197
Feb-26	2,448	739	10,828	62	14,076
Mar-26	2,787	813	10,765	10	14,375
Apr-26	2,043	578	10,731	-	13,352
May-26	2,861	859	12,662	-	16,383
Jun-26	2,993	865	12,531	-	16,388
Jul-26	2,347	694	9,346	-	12,387
Aug-26	2,334	657	9,534	-	12,525
Sep-26	2,344	659	8,982	-	11,985
Total	**30,903**	**9,029**	**127,562**	**76**	**167,569**

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	35,709	10,466	136,329	290	182,794
2026	22,807	6,645	96,143	74	125,668
Total	**394,161**	**118,189**	**574,666**	**2,455**	**1,089,472**

- Dandan / GPS = Phase I Solar commissioned on 10/2015
- KEPCO Mangilao Solar (KMS) = Phase II Solar commissioned on 05/2022
- WTG = Wind Turbine Generation

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Planning & Regulatory CCU Report

September 30, 2026

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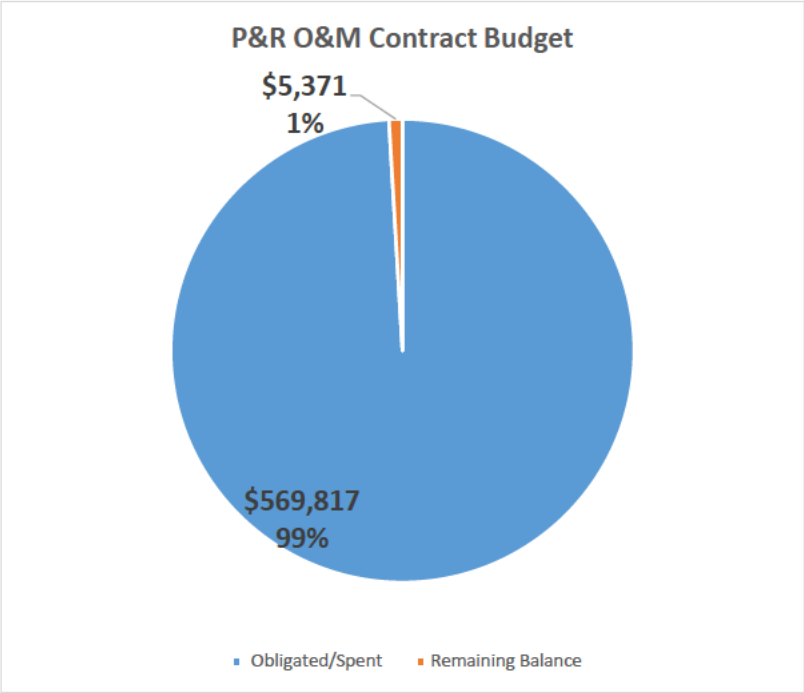
Planning & Regulatory O&M Contract Budget

- Revenue Funded
- Target
  - 0.00% O&M Obligation as of October 31, 2026 (Actual)
  - 37% O&M Obligation as of December 31, 2026 (Actual)
  - 40% O&M Obligation as of January 31, 2026 (Actual)
  - 40% O&M Obligation as of February 28, 2026 (Actual)
  - 42 % O&M Obligation as of April 30, 2026 (Actual)
  - 10 % O&M Estimate for August (Budget adjusted to account for TOFs)
  - 0% O&M Estimate remaining for September



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P&R Weekly & Monthly Inspection Reports

- Best Management Practices (BMP) Report Summary. Transitioning from weekly to monthly inspections with termination of old permit. New permit still pending
- 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

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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

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Weekly BMP Report

- BMP Inspection not completed. Transitioning into monthly inspection with the termination of the old NPDES Permit. New permit pending.

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T&D SPCC Inspection Report

SUMMARY OF T&D SPCC MONTHLY INSPECTION REPORT
MONTH OF SEPTEMBER 2026
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	T-55 Transformer	The transformer is well-maintained and has good housekeeping implemented.	**Maintain**					
		2	Secondary Containment	Drain valve for emptying secondary containment is typically closed and secured with a locked hatch door.	**Maintain**					
2	DEDEDO SUBSTATION (T-191 and T-192)	1	Housekeeping	Substations T-191 & T-192 are maintained and have good housekeeping.	**Maintain**					
3	DEDEDO SUBSTATION WAREHOUSE	1	Transformer Oil Tanks	Tank coating failure and corrosion were solved on Tanks 1 and 2. Corrosion was removed and tanks are finished being repainted.	**Maintain**	***Recommended to conduct STI Tank Integrity Inspection for the tanks.***				
		2	Waste Disposal	Drums containing used absorbents and contaminated soils are collected at concrete containing areas. Some drums are open and exposed, leakings its oil-contaminated contents.	**Maintain** cover of drums securely to prevent leaking of oil-contaminated contents.					
		3	Housekeeping	OWS are affected by oil residue. Working areas are clean and free from litter. Other areas free from leaks or oil spills.	**Clean** OWS berm of oil residue.					

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T&D SPCC Inspection Report (cont…)

#	SUBSTATION LOCATIONS		FINDINGS			RECOMMENDATION/REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	DUE DATE	INITIAL FINDINGS DATE
4	MACHECHE SUBSTATION	*1*	**T-90 Secondary Containment**	**a.)**	T-90 secondary containment is free of rainwater and algae.	**Maintain**					
				b.)	Drain valve lock is in place and functioning.	**Maintain**					
5	TALOFOFO SUBSTATION	*1*	**Talofofo Substation Facility**		The secondary containment is drained of rainwater and cleaned of algae regularly.	**Maintain regular cleaning.**					
					The secondary containment drain is regularly secured, closed and locked.	**Close and lock the drain valve after discharge.**					
6	TENJO SUBSTATION	*1*	**Tenjo Substation Facility**		The facility is clean and well-maintained.	**Maintain**					
7	YIGO SUBSTATION	*1*	**T-30 Secondary Containment**		The secondary containment is free of oil spill and regularly secured with lock after draining. Algae and stormwater were found collected during the inspection.	**Maintain** regular draining berm of stormwater and cleaning of algae.					
		2	**TX-1 Secondary Containment**		The secondary containment is clean of algae. Drain valve found open. Some sign of oil sheen escaping from the berm.	**Close** the drain valve regularly to contain oil in the berm in case of a transformer leak.					

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Generation SPCC Inspection Report

SUMMARY OF GENERATION SPCC MONTHLY INSPECTION REPORT
MONTH OF SEPTEMBER
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	a.)	Severe corrosion is present on the fuel transfer pipelines, along with damage to the pipe supports. ***Initial Finding date: 06/27/2024*** ***Note:Although the pipelines are inactive, they still contain residual oil and should be properly drained.***	Remove the remaining oil from the inactive pipelines. *Continue monitoring the corroded pipelines for any signs of leakage until all residual oil has been removed.*				ASAP	6/27/24
		2	Cabras Day Tank 2	a.)	Observed corrosion on the fuel transfer pipelines. ***Initial Finding Date: 01/22/2025***	Rehabilitate and reinforce the corroded pipelines and anchor bolts.				ASAP	1/22/25
				b.)	Cabras Day Tank 2's anchor bolts have severe corrosion damage. ***Initial Finding Date: 01/22/2025***	*Monitor the corroded pipelines for any signs of leakage or structural hazards.*				ASAP	1/22/25
		3	Cabras Day Tank 1		Observed corrosion on the fuel transfer pipelines. ***Initial Finding Date: 01/22/2025***	Rehabilitate and reinforce the corroded pipelines. *Monitor the corroded pipelines and pipeline components for signs of leakage.*				ASAP	1/22/25
		4	Used Oil Tank		Corrosion damage and progressive deterioration has been observed on the tank shell, pipelines, tank foundation, and anchor bolts. ***Initial Finding Date: 06/24/2025***	Repair all the corroded components. *Monitor the used oil tank and pipelines for any sign of leakage or structural hazards.*				ASAP	6/24/25
		5	Cabras Units 3 & 4		Oil-contaminated stormwater runoff has been observed flowing from the trenches at Cabras 3&4, potentially entering the nearby storm drains. **Note: The Power 3 and 4 OWS units have not been cleaned of oil since being taken offline in 2015. Consequently, accumulated stormwater backs up into the oily containment, resulting in contaminated runoff.** ***Initial Finding Date: 05/21/2025***	To mitigate the issue, absorbent booms have been placed to capture oily stormwater runoff. **Continuous monitoring of the situation is advised until Power 3 & 4 OWS 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.**				ASAP	5/21/25

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Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS		RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	LEGEND OF TRACKING DUE DATE	INITIAL FINDINGS DATE
1	CABRAS POWER PLANT	6	Outfall	No oil or sheen present at outfall. Pipeline runs right over water.	Maintain regular monitoring of the pipeline for any signs of leaks or potential leakage.	*Maintain*				
		7	Cabras 3 & 4 OWS	The Oily Water Separator (OWS) currently has limited operating capacity due to significant sludge accumulation. ***Initial Finding Date: 11/20/2025***	The accumulated sludge must be removed, and the OWS must be thoroughly cleaned and properly maintained.				ASAP	11/20/25
		8	Cabras HSFO Tank	Observed a leak under a flex pipe flange connected to the HSFO tank.	Clean up the spilled oil and repair the damaged section causing the leak.				ASAP	6/25/20
2	DEDEDO CT	1	Main Fuel Tanks	The main fuel tanks and pipelines are free of damage, corrosion, and oil spill.	**Maintain**					
		2	Portable Storage Containers	Steel drums found in secondary containment that connect to tank refueling area berm, some with exposed tops. One drum had used absorbent pads on top exposed to the weather, which caused a small oil spill in the berm.	**Cleanup** used absorbents, store, and prepare items for disposal to the vendor (GSWA). **Cleanup** spill of used oil in berm, trench, and refuelling area. Cover exposed containers securely.				ASAP	07/02/2026
		3	Housekeeping	Good housekeeping is implemented. Working areas are clean and free from litter.	**Maintain**					
3	MACHECHE CT	1	Tank 110 and 120	Observed tank coating wear on Tank 110 and 120.	Recoat Tank 110 and 120.				ASAP	11/20/25
		2	Tank 130 and 140	Tanks are free of leaks or oil spills. Observed light corrosion on Tank 130 and 140.	Recoat Tank 130 and 140.				ASAP	11/20/25
		3	Housekeeping	Good housekeeping is implemented. Working areas are clean and free from litter.	**Maintain**					
4	MANENGGON DIESEL	1	Main Fuel Tank Pipeline	Observed corrosion on multiple pipeline sections. Spots addressed of major corrosion.	**Maintain**	*Complete*		September 2026	ASAP	05/22/2026
5	PITI #7 POWER PLANT	1	Day Fuel Tanks	Day tanks and pipelines are free of damage, major corrosion, and oil spill. September: Note minor corrosion spots for preventive maintenance.	**Maintain**					
		2	Bulk Storage Tank	Bulk storage tanks and pipelines are free of damage, major corrosion, and oil spill.	**Maintain**					

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Generation SPCC Inspection Report (cont.)

Item #	POWER PLANT LOCATIONS		FINDINGS		RECOMMENDATION /REMARKS	STATUS	RESPONSIBLE	COMPLETION DATE	LEGEND OF TRACKING DUE DATE	INITIAL FINDINGS DATE
6	TALOFOFO DIESEL	1	Main Fuel Tank	Fuel tanks are free of damage, corrosion, and oil spill.	Maintain					
		2	Main Tank Pipeline	Observed corrosion on flex pipe.	Remove the corrosion and reapply coating.				ASAP	06/30/2026
7	TENJO DIESEL	1	Diesel Fuel Storage Secondary Containment	Drainage pit area was affected by the diesel fuel spill. Oil spill was cleaned up.	Maintain			September 2026	ASAP	08/10/2026 (reporting for JULY)
8	YIGO CT POWER PLANT	1	Main Fuel Tanks	Main fuel tanks and pipelines are free of damage, corrosion, and oil spill.	Maintain					
		2	Container Storage and Handling	Mobile oil drums are stored in designated areas with berm or actively monitored.	Maintain safe storage and handling of oil/diesel containers.					
9	YIGO DIESEL	1	Diesel Generators	Oil accumulation and collection of rainwater was observed within the containment of multiple generator units.	Continuously **monitor** the generator containers, **drain** out stormwater, and **clean** out spills of oil to prevent environmental discharge and prepare units for salvage.				ASAP	4/17/25
		2	Rear Storage Area	Containers of used oil, oily material, and solid waste were observed and awaiting disposal.	Securely cover all drums containing used oil and contaminated absorbent material. Coordinate disposal of used oil, used absorbents, and solid waste.					

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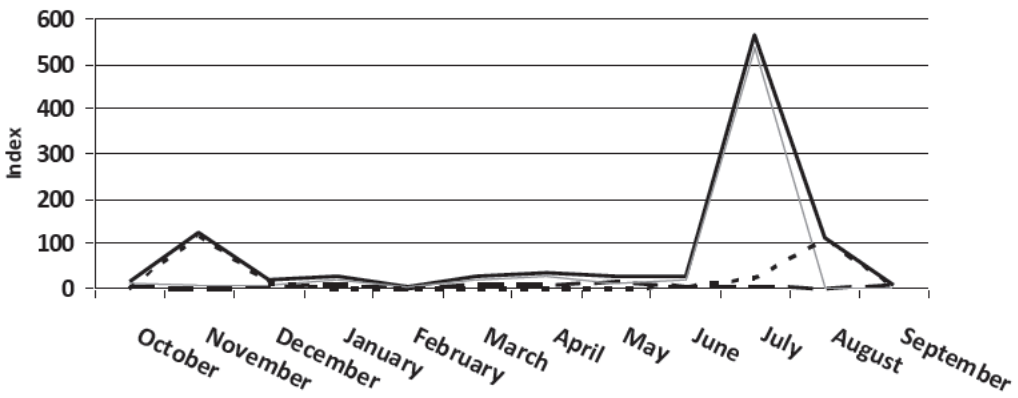
(Item 1.1,1.2,1.5) September 2026 SAIDI = 996.41 ↓ (1,024.24)



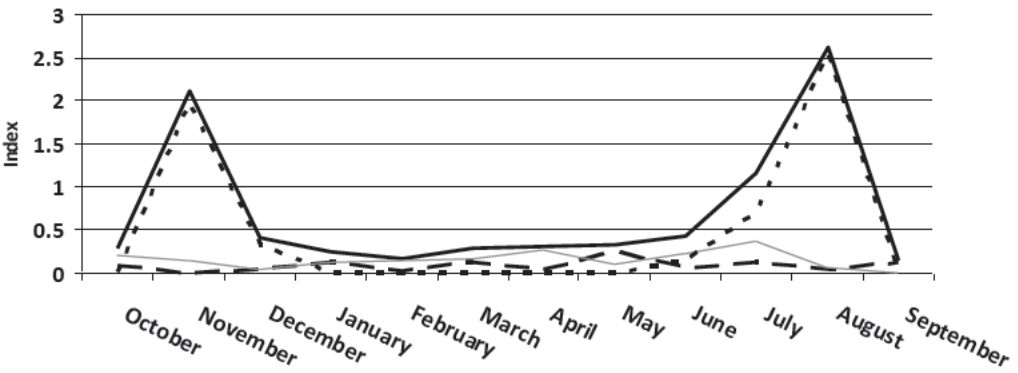
ALL

GEN=264.95 ↓
(297.04)

TRANS=61.61 ↑
(56.91)

DIST=669.84 ↓
(670.29)

(Item 1.1,1.2,1.5) September 2026 SAIFI = 8.45 ↓ (9.06)



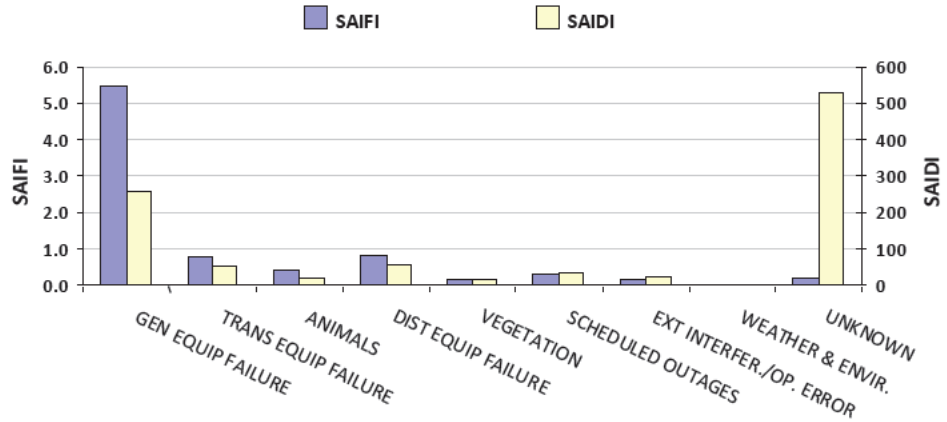
ALL

GEN=5.65 ↓
(6.28)

TRANS=1.01 ↑
(0.95)

DIST=1.79 ↓
(1.83)

(Item 1.9) 12-Month Cause Contributions to Reliability



GEN EQUIP FAILURE
F:61.3% D:26.0%

TRANS EQUIP FAILURE
F:10.3% D:5.1%

ANIMALS
F:4.5% D:2.0%

DIST EQUIP FAILURE
F:11.7% D:6.0%

VEGETATION
F:1.9% D:1.5%

SCHEDULED OUTAGES
F:5.8% D:3.3%

EXT INTERFER./OP. ERROR
F:1.9% D:2.6%

WEATHER & ENVIR.
F:0.4% D:0.0%

UNKNOWN
F:2.3% D:53.6%

As of September 30, 2026

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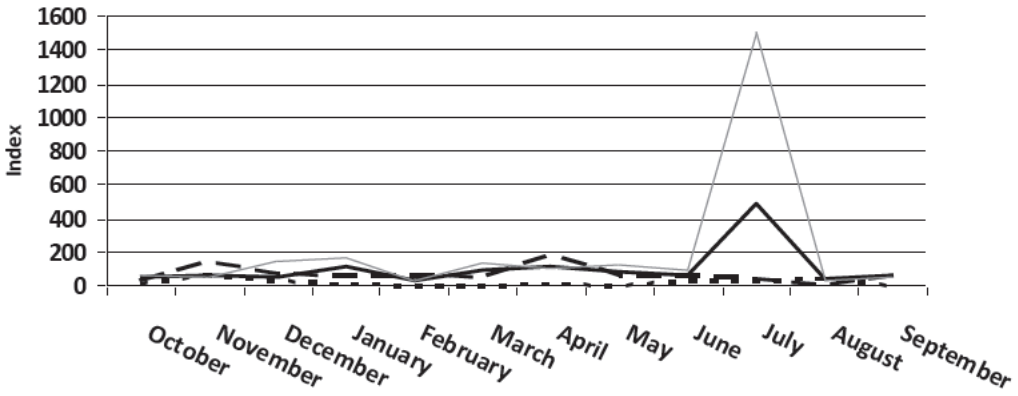
Item 1.1,1.2,1.5) September 2026 CAIDI = 117.96 ↑ (113.05)



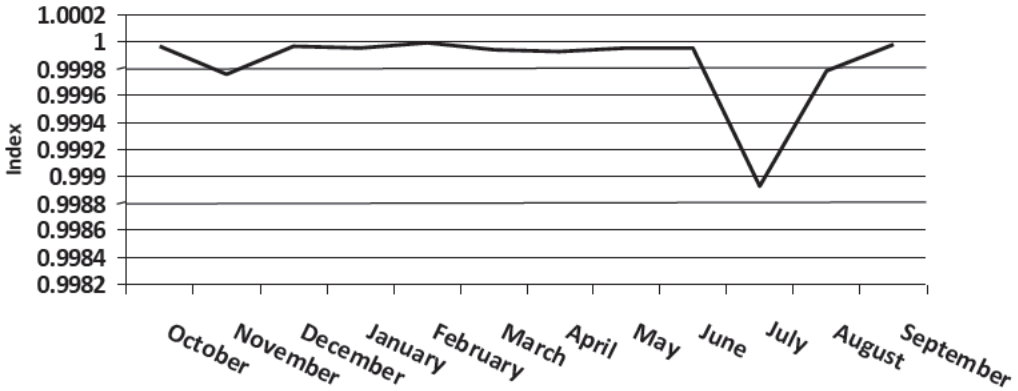
ALL

GEN=46.93 ↓
(47.28)

TRANS=60.91 ↑
(59.98)

DIST=374.31 ↑
(366.47)

(Item 1.1,1.2,1.5) September 2026 ASAI = 0.9981 UNC* (0.9981)



(Item 1.4) Top 5 Worst Feeders Distribution Causes

#	Feeder	Outage Count
1	P250	13
2	P340	13
3	P341	9
4	P262	8
5	P280	6

(Item 1.4) Top 5 Distribution Outage Causes

#	Outage Cause	Count
1	Overhead Equipment	43
2	Wind	32
3	Rain	24
4	Underground Equipment	12
5	Other Animals	8

(Item 1.3) Outage Count

TOTAL	UFLS	Non-UFLS
564	137	427

(Item 1.3) UFLS Contribution to Reliability

SAIDI	SAIFI	CAIDI
133.52	2.33	57.35

As of September 30, 2026

UNC* - Unchanged

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ENGINEERING WORK ORDERS

Engineering Work Order Summary - September 2026	
Work Orders Received from CSR	234
Work Orders Processed & Released to T&D	63
Work Orders Processed & Released to CSR	N/A
Work Orders Cancelled	5
Work Orders Pending Survey	18
Total Pending WO at Engineering	252

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		Construction in progress
09/09/25	Opust Investments (near Ladera)	507849	Mangilao	450	42	Construction in progress
02/19/26	Piepfish Service, LLC	531716	Dededo	2,000		Pending design plans
Varies	Pending Net Metering Customers	Varies	Various Locations Islandwide		40	Pending Net Metering Customers
			Total	**71,491**	**962**	

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NET METERING
September 2026

	Quantity	Connected kVA
Completed	2,920	40,899
Pending	1	7
Grand Total	2,921	40,907

Rate Class and Technology

Technology	Schedule	Customer Count	Total kW
Solar Energy	R - Residential	2,654	27,667
	J - Gen Service Dmd	104	6,971
	K - Small Gov Dmd	23	1,069
	L - Large Government	2	123
	P - Large Power	17	1,736
	G - Gen Serv Non-Dmd	109	3,187
	S - Sm Gov Non-Dmd	9	143
Wind Turbine	R - Residential	2	4
Grand Total		**2,920**	**40,899**

****Projection Date Ending 12/31/2026**

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
2025	59,398,619	$ 5,957,256.58
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

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NET METERING
September 2026

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	492.65	43	28.6%	57.4%
	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	1,851.09	174	47.1%	73.8%
	P-088	1,332.84	104	22.1%	35.0%
	P-089	1,100.29	109	24.6%	59.2%
	P-111	477.50	9	8.9%	15.5%
	P-201	449.68	19	12.7%	22.5%
	P-202	384.86	11	11.9%	28.6%
	P-203	1,263.32	59	16.9%	47.9%
	P-204	209.18	20	4.5%	9.2%
	P-205	275.48	13	5.7%	9.8%
	P-206	440.79	25	45.1%	81.5%
	P-210	1,181.18	90	23.1%	31.3%
	P-212	1,697.84	137	41.1%	106.2%
	P-213	932.61	25	35.6%	47.9%
	P-220	363.07	36	59.6%	187.1%
	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	1,994.62	170	30.7%	53.9%
	P-251	407.12	19	16.4%	25.3%
	P-252	818.85	42	19.4%	39.6%
	P-253	1,357.46	121	30.2%	47.7%
	P-260	138.56	13	20.1%	69.3%
	P-261	554.46	57	20.0%	34.4%
	P-262	1,808.38	165	47.5%	113.9%
	P-270	583.81	46	11.5%	23.1%
	P-271	539.33	27	9.2%	19.4%
	P-272	755.10	43	29.5%	67.0%
	P-280	821.49	48	45.7%	85.0%
	P-281	300.90	6	10.7%	29.9%
	P-282	231.75	6	6.2%	18.7%
	P-283	914.59	73	25.3%	43.3%
	P-290	58.74	4	8.2%	36.3%
	P-294	1,837.97	163	42.5%	84.1%
	P-301	423.32	38	29.9%	53.2%
	P-310	333.97	17	12.1%	22.2%
	P-311	2,135.21	90	53.5%	91.6%
	P-312	574.79	15	34.4%	40.1%
	P-321	1,031.37	62	18.4%	20.7%
	P-322	2,605.24	152	34.3%	68.2%
	P-323	325.28	22	6.9%	21.4%
	P-330	1,060.54	116	19.5%	39.2%
	P-331	1,054.59	108	16.7%	27.1%
	P-332	1,230.46	107	21.8%	31.9%
	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		**40,899.40**	**2,920**		
pending	Pending	7.31	1	0.0%	0.0%
pending Total		**7.31**	**1**	**0.0%**	**0.0%**
Grand Total		**40,906.71**	**2,921**		

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.

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NET METERING

September 2026

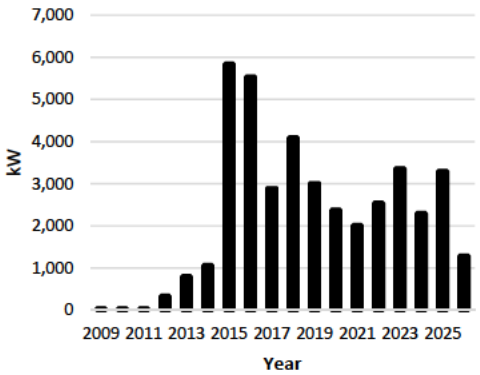
Installed kW by Year

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	3,301.24	39,609.22
2026	1,290.18	
Grand Total	40,899.40	

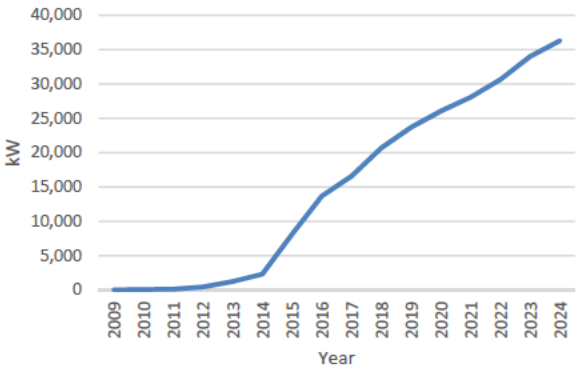
Customer Count by Year

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	127	2,853
2026	67	
Grand Total	2,920	

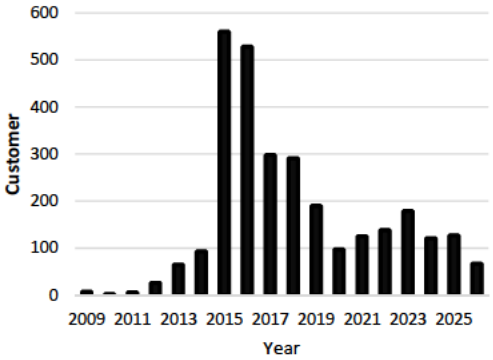
Yearly Installed kW



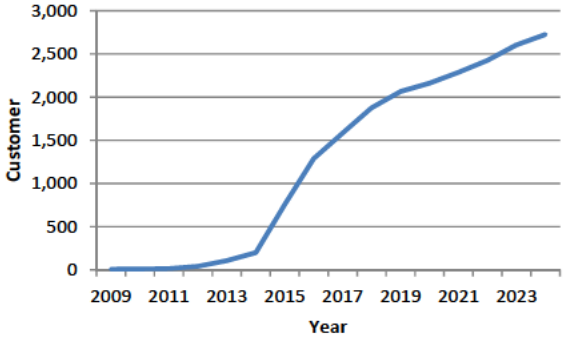
Cumulative Installed kW



Yearly Connected Customer Count



Cumulative Connected Customer Count



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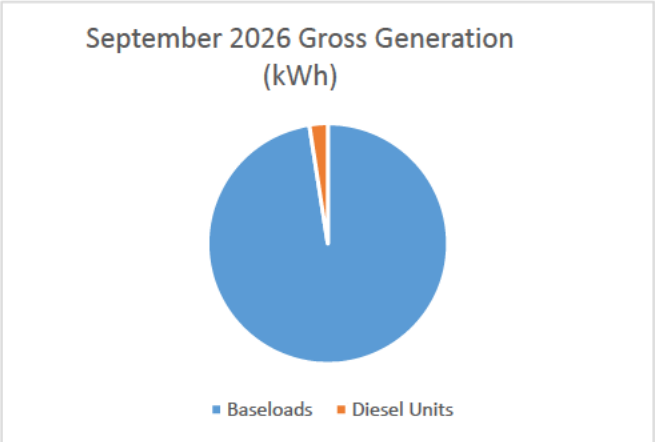
Production Data September 2026

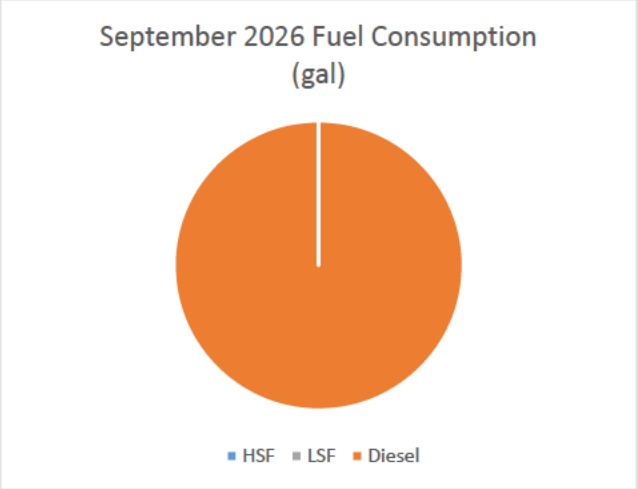
2026 Gross Generation (kWh)

Month	Baseloads	Diesel Units
January	131,759,638	589,176
February	117,462,080	1,385,566
March	126,220,172	1,135,130
April	109,105,417	7,176,867
May	132,210,251	6,927,138
June	129,922,790	9,836,816
July	97,788,600	30,045,208
August	112,136,663	31,557,319
September	129,772,630	3,256,976
October		
November		
December		



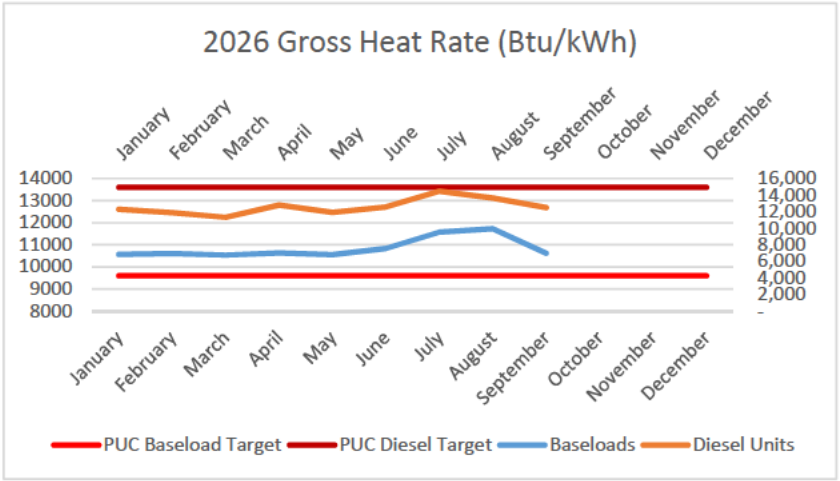
2026 Fuel Consumption (gal)

Month	Baseloads		Diesel Units
	HSF	LSF	Diesel
January	-	-	6,701,165
February	-	-	6,154,838
March	-	-	6,395,743
April	-	-	6,315,742
May	-	-	7,260,389
June	-	-	8,169,250
July	-	-	10,070,547
August	-	-	11,398,828
September	-	-	7,005,661
October			
November			
December			



2026 Gross Heat Rate (Btu/kWh)

Month	Baseloads	Diesel Units
January	6,847	12,284
February	6,971	11,872
March	6,775	11,324
April	7,014	12,796
May	6,829	11,912
June	7,583	12,559
July	9,528	14,476
August	9,954	13,651
September	7,010	12,498
October		
November		
December		



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PLANNING & REGULATORY DIVISION REPORT

The following summarizes P&R's activities for the month of September 2026

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 to ensure they do not exceed the allowable limit.
    - GPA Plant limits based on Hours and/or Fuel Use
- Annual Spill Prevention, Control and Countermeasures (SPCC) Inspection/Report for Water Systems Diesel (WSD)
    - Contract was extended to September 19th
- Witnessed lead testing with Safety and IHP for the lead testing at Dededo Diesel Plant
- Site Visiti LUC Area at Piti 7 transformer project with Edwin Borja and Perry Taladoc

ANNUAL EMISSION TESTING AND RATA

- Commenced this year's emission testing and CEMS maintenance activities
    - Testing completed May - June

CONSENT DECREE

- Submitted Semi-Annual Report for period covering January-June 2026. Electronic copies were sent via email, and hard copies were sent via USPS to US EPA and DOJ
    - Confirmed completion of obligations for Cabras Power Plant. The only remaining task is to complete 40MW of solar by February 2028.
    - Submitted Cabras Air Permit Cancellation request to Guam EPA (7-1-2026)
- Next report due January 2027

DECOMMISSIONING OF CABRAS POWER PLANT

- Had an initial kick-off meeting and a 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 the site visit
- Held kick-off meeting/presentation with upper management. Also had an exit briefing

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- 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 are reviewing.
- AUG:
    - Conducted a site visit to Cabras Electric Shop to determine that no chemicals or hazardous waste are stored at the facility as part of the assessment for the decommissioning of Cabras Power Plant. (08/13/2025)
    - GPA updated the timeline of events and made other comments.
    - Had a meeting with US EPA and Guam EPA to discuss the NPDES Permit post-decommissioning. Guam EPA conducted a site inspection
- SEP:
    - Established priority decommissioning action list
    - Sent out the 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 a compilation of comments on 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. The building has been restricted for access and deemed dangerous and unfit to approach.
- JAN 2026:
    - Switched from bi-weekly to weekly meetings with the target of having the Initial Retirement and Decommissioning Plan ready for Management, CCU, and PUC review before the February CCU meeting. Once approved, we will send the Plan to US EPA to comply with the AOC.
    - Added a Phases approach to the tasks to show what can be accomplished within the limits of funding that may be available annually for the project
- FEB 2026:
    - Continued refining the Decommissioning Plan, Phases Narrative, and Cost Breakdown
    - Added more stakeholders from Generation and Engineering to the weekly meetings.
- MAR 2026:
    - Continued refining the Decommissioning Plan, Phases Narrative, and Cost Breakdown
        - Including Phase 1.2 for GPA tasks to ensure facility stability between retirement and official decommissioning activities
    - Had meetings with Generation on plans for remaining ULSFO and LSFO Fuel
    - Discussed options related to Cabras Retirement being pushed to June
    - Had a meeting with AGMETS and Division Managers/Leads (3-05-2026)

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- MAY 2026:
    - Cabras Power Plant retired on May 31, 2026
    - Working on submitting NOT (Notice of Termination) of the NPDES Permit and the NOI (Notice of Intent) to apply for an MSGP Permit under Sector P
    - Prioritizing the following activities:
        - Repair of the Cabras 3&4 Oil Water Separator
        - Installing a new air compressor system to service the RO-EDI System and OWS
        - Fuel Re-sale Coordination Meeting – working with Juliana and Fuel Management on sending remaining ULRFO back to Tank 1903
- JUN 2026:
    - Finalized the Cabras SWPPP
    - Conducted pipeline assessment from Cabras Tank #2 to GPA Fuel Bulk Storage Facility with Supreme Group Guam [June 9, 2026].
- JUL 2026:
    - Updated Plan to include activities post official retirement and transition of NPDES Permit to Multi-Sector General Permit (MSGP)
    - Monitoring of the fuel transfer from Cabras Tank no. 2 to Tri Star Tank 1903
    - Conducted a site visit with the Project Management Department to assess the proposed location for the installation of the electrical panels for the compressor at Cabras.

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 Form SF425 Federal Finance Report for submission in the next reporting period
- 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 EY
- JAN:
    - Prepared the FY2021 (DE-98T31601-1) Quarterly Report for Oct-Dec 2025
    - Prepared the FY2022 (DE-98T80301) Semi-Annual Report for Jul-Dec 2025
    - Submitted the SF-425 Federal Finance Report

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  - Responded to additional questions and information requests from EY Guam (auditors)
- FEB:
  - Responded to more questions from EY Guam (auditors) on compliance with EPA Regulations on diesel engines
- MAR:
  - Submitted documentation to Finance, confirming the hybrid truck complies with US EPA Standards
- APR:
  - Responded/Working on close-out for Grants
  - Started correspondence with new DERA Officer, Graham Leggat
- MAY:
  - Sent Mr. Leggat an updated workplan to extend deadlines to 2027 to give us more time to meet all closing documentation requirements. He responded that the request is being processed.
- JUN:
  - Applied for extension of Grant FY2022
- JUL
  - Grant Extension was approved
  - Submitted Quarterly and Semi-Annual reports for the period ending June 2026 for both Grants
- AUG:
  - Compiling fuel use data for new Hybrid Bucket trucks to show emissions reduction and close out FY2021 Report
- SEP:
  - Submitted Close-out/Final Report for DERA Grant FY21 DE-98T31601-1

ENVIRONMENTAL DISPOSAL, RESPONSE & MITIGATION

- Coordination with GSWA and GEPA to allow GPA fleets to dispose of solid waste in GSWA facilities directly.
  - Registration was 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 tanks to Cabras Used Oil Tank. Filtration of trash and dirt is now required. The tank was not properly cleaned before the fuel switch. The tank cleaning will be budgeted and scheduled.
  - Used oil hauling from Talofofo unit to used oil bladders staged at Cabras. (**September 1, 2026**)
  - Used oil hauling from Mannenggon Diesel power plant, Unit #1, for replacement of engine oil. (**September 15, 2026**)

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  - Used oil hauling from Dededo Substation Warehouse, Used Oil Tank#2, of stored transformer oil to Cabras. (**September 15, 2026**)
  - Used oil hauling from Tenjo Diesel power plant, Unit #4, for replacement of engine oil. (**September 22, 2026**)
  -
- Coordinated the approval for the direct disposal of contaminated used absorbent pads, air and oil filters to GSWA
  - Disposal of used absorbents from Macheche CT **(September 10, 2026)**
  - Disposal of used absorbents from Dededo CT **(September 14, 2026)**
- Continuous monitoring and draining of oil and water contents at old Piti Power Plant
- Continuous used oil transfers from multiple facilities (MEC Piti 8&9 and GPA power plants) to bladder containers and shipped off-island to buyer.
- Oil spill response for a bucket truck hydraulic oil leak at Cross Island Road. (**September 11, 2026**)

NPDES PERMIT

- JAN: Submitted Additional information and revised permit application as per US EPA instructions.
- JAN: US EPA confirmed receipt of the 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 on the status. We are trying to set up a meeting to discuss activities or mitigation strategies to prevent exceedances and the Cabras Power Plant retirement
- AUG: Had a ConCall with US EPA and Guam EPA to discuss viability of the permit after Cabras Power Plant retirement
- FEB 2026:
  - Cabras Power Plant Walk-through with John Tinger (US EPA), Maricar Quezon (Guam EPA), and Ray Lara (Generation)
  - John Tinger provided insights on transitioning the current NPDES Permit to an MSGP permit after retirement
- Drafted Notice of Termination (NOT) and an updated Stormwater Pollution Prevention Plan (SWPPP) for the future of Cabras Power Plant Facility (March)
  - NOT delayed due to Cabras Retirement being pushed to June
- JUN-JUL – Finalized NOT, NOI, and SWPPP and sent out for DocuSign and sent to US EPA Region 9
- SEP - We received the notice of termination of the NPDES permit from Region 9. The notice was posted on the US EPA website, effective September 27, 2026

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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: GM and AGMETS
    - Responded to questions/comments from Procurement
    - OCT: sent drafts to Contracts Officer and Legal. Contracts Officer confirmed the draft was correct. Made revisions based on comments from Legal
    - NOV/DEC: made revisions and updates to Draft RFP as per input from Tamra, Brenda, & Marianne
    - JAN: Final Draft of RFP was sent out for Management Review, Approval, and sign-off.
    - FEB: Pending signatures
    - MAR-APR: Finalizing draft after comments from procurement
- 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 Price Proposal
    - SEP: 9-19-2025 – Committee meeting on updated price proposal
    - OCT-FEB: No Committee activities. The awarded bidder is currently in the process of applying for their Guam Business license.
    - MAR: Guam business License still in process
- GPA-RFP-26-002 Strategic Project Management Office (SPMO) Services: Committee Member
    - Meeting with GM (5-14-26) – discussed priorities and budget and clarified other concerns
    - June: Reviewed clarification for Sealed Price Proposal
    - Aug: Reviewed Price Proposal (8/05/26)
- MS IFB GPA-043-26 Petroleum Inspection & Testing – selected as a committee member. Estimated bid eval starts June 18
    - June: reviewed bid proposals (June 19 & 26)
    - SEP: Bid Review (Price Porposal) on 9-14-2026
- OR 41342 Absorbent Pads (OP 35323) – Requisition of 100 new bags of absorbent pads for emergency oil spills.

REPORTINGS

- Monthly (August) and Quarterly (April – June 2026) NSPS Report for CT and Diesel plants submitted to GEPA and US EPA
- Submitted Quarterly Fuel Switching Report (April – June 2026)
    - Next report due October
- Submitted quarterly discharge monitoring reports for Cabras Outfall (JULY)
    - Next report due October

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UKUDU POWER PLANT

- Emergency Request to Ensure Grid Stability – request to GEPA to run GUP in Simple Cycle mode during 16-day repairs
    - Calculated emissions during repair.
    - Drafted letters regarding need for waiver to ensure system stability
    - MAY: Drafted additional responses using "No Action Assurance (Enforcement Discretion)" as basis/justification to ensure Grid Stability. Updated emission calculations for SPORD. Updated letter for GUP for Steam Turbine Generator Maintenance
    - JUL:
        - Looked into the option of PSD permitting to change permit from synthetic minor source to major source
        - Attended GUP Meeting Re Operation During STG Outage Extension (July 15)
    - AUG:
        - Discretionary No Enforcement Waiver Meeting between GEPA and Upper Management (8/06/26)
        - Provided AGMO with data and reviewed calculations and Memos
        - Drafted Letters and compiled Documents for 202c waiver request to Dept. of Energy

OTHER

- Assisted Real Estate by conducting an Environmental Condition of Property (ECP) Assessment on Military easements for 2 project areas:
    - Route 1 – Use Poles for Streetlighting in Dededo-Yigo (DPW)
        - Site visit and ECP assessment of power poles for installation of streetlights from June 15 to June 16, 2026.
        - Submission of ECP report on June 29, 2026.
    - August: Provided responses and feedback to queries from NavFac
    - September: No activity
- Attended FY27 Annual JDE E1 P/MM-Procurement Refresher Training on 9-14-2026
- Attended FY27 Budget Training/Refresher on 9-16-2026
- Started mini Cyber Security campaign (12 parts) Sep. 25 – Oct 30, 2026
- Piti Substation LUC – Assisting Engineering (Substation); reviewing Environmental Protection Plan (EPP) and other docs and plans as needed; Attended meetings with contractor; corresponded with Guam EPA

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GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to September 30, 2026 and payments as of 10/13/2026

Current (09/30/2026 billing due 10/31/2026)
31 days Arrears (08/31/2026 billing due 09/30/2026)
61 days and over Arrears (07/31/2026 billing due 08/31/2026)

CC&B New Acct Numer	DEPARTMENT	BALANCE 08/31/2026	CANCEL/REBILL 10/13/2026	BILLING 09/30/2026	PAYMENT UP TO 10/13/2026	BALANCE 09/30/2026	CC&B BALANCE 10/13/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
	Line Agencies												
3404311949	Guam Environmental Protect	7,288.73	-	7,142.90	(7,288.73)	7,142.90	7,142.90	7,142.90	-	-	-	-	7,142.90
4554808900	Nieves Flores Library	12,632.09	-	12,018.99	(12,632.09)	12,018.99	12,018.99	12,018.99	-	-	-	-	12,018.99
6069461950	Dept of Youth Affairs (Federal)	663.83	-	402.96	-	1,066.79	1,066.79	402.96	420.47	243.36	-	-	1,066.79
6293410000	Office of the Governor	31,356.23	-	27,681.87	(24,536.64)	34,501.46	34,501.46	27,681.87	6,819.59	-	-	-	34,501.46
6841080463	Guam Behavioral Health & Wellness	5,077.52	-	4,854.41	(5,077.52)	4,854.41	4,854.41	4,854.41	-	-	-	-	4,854.41
7928924534	Guam Visitors Bureau	11,969.80	-	5,786.75	(11,969.80)	5,786.75	5,786.75	5,786.75	-	-	-	-	5,786.75
3227759982	Mental Health/Subst.	56,443.81	-	58,800.05	(56,443.81)	58,800.05	58,800.05	58,800.05	-	-	-	-	58,800.05
0847906629	GUAM ENERGY OFFICE	741.75	-	395.13	(338.27)	798.61	798.61	395.13	403.48	-	-	-	798.61
2913461537	Dept. of Youth Affair" (Local)	22,959.64	-	10,616.92	-	33,576.56	33,576.56	10,616.92	11,428.70	11,530.94	-	-	33,576.56
9743209415	Dept. of Youth Affair" (Local) (NET METERED)	380.68	-	190.19	-	570.87	570.87	190.19	190.19	190.49	-	-	570.87
1073430238	Dept. of Corrections	80,511.79	-	77,849.09	(80,511.79)	77,849.09	77,849.09	77,849.09	-	-	-	-	77,849.09
3558733700	Dept of Chamorro Affairs/Chamorro Village (NET METERED)	1,667.84	-	1,557.85	(1,667.84)	1,557.85	1,557.85	1,557.85	-	-	-	-	1,557.85
1099514147	Dept of Chamorro Affairs/Repository	950.60	-	819.67	(950.60)	819.67	819.67	819.67	-	-	-	-	819.67
9541109130	General Services Agency	693.11	-	347.66	(698.11)	347.66	342.66	342.66	-	-	-	-	342.66
7663706771	Yona Senior Citizen Center	1,003.06	-	893.35	-	1,896.41	1,896.41	893.35	1,003.06	-	-	-	1,896.41
8564647941	DOA Supply Mgmt (NET METERED)	3,430.06	-	1,605.49	(3,430.06)	1,605.49	1,605.49	1,605.49	-	-	-	-	1,605.49
0070861777	Veteran Affairs	8,750.93	-	1,533.29	-	10,284.22	10,284.22	1,533.29	1,636.32	2,074.55	2,682.56	2,357.50	10,284.22
5247210000	Mayors Council	1,433.95	-	1,304.75	-	2,738.70	2,738.70	1,304.75	1,433.95	-	-	-	2,738.70
4129948191	Dept of Chamorro Affairs/Chamorro Village	4,076.22	-	4,007.63	(4,076.22)	4,007.63	4,007.63	4,007.63	-	-	-	-	4,007.63
4211873236	Dept. of Administration	33,056.05	-	14,408.97	(397.65)	47,067.17	47,067.17	14,408.97	17,789.63	14,868.57	-	-	47,067.17
3465074850	Dept. of Administration (NET METERED)	19.50	-	257.89	-	277.39	277.39	257.89	19.50	-	-	-	277.39
1621790133	DOA-Data Processing	11,836.49	-	11,619.32	(11,836.49)	11,619.32	11,619.32	11,619.32	-	-	-	-	11,619.32
1595188609	Dept. of Agriculture	68,275.56	-	15,798.79	(4,101.63)	79,972.72	79,972.72	15,798.79	15,953.90	15,657.46	13,704.84	18,857.73	79,972.72
6300435373	Civil Defense (Military Affairs)	37,680.43	-	12,276.08	-	49,956.51	49,956.51	12,276.08	13,493.66	13,762.69	10,424.08	-	49,956.51
0453170939	Guam Fire Department	21,656.44	-	19,775.45	(21,656.44)	19,775.45	19,775.45	19,775.45	-	-	-	-	19,775.45
6555858369	Dept of Chamorro Affairs (Guam Museum)	32,843.79	-	29,918.28	(32,843.79)	29,918.28	29,918.28	29,918.28	-	-	-	-	29,918.28
1896187753	Dept. of PH&SS	38,662.90	-	37,156.44	(38,662.90)	37,156.44	37,156.44	37,156.44	-	-	-	-	37,156.44
0040515913	Dept. of Parks & Rec.	67,718.51	-	18,564.17	(17,311.41)	68,971.27	68,971.27	18,564.17	18,970.65	17,706.71	13,729.74	-	68,971.27
2535590089	DPW-FAC Adm Account	15,646.55	-	14,907.09	(15,646.55)	14,907.09	14,907.09	14,907.09	-	-	-	-	14,907.09
6504086567	DPW-FAC Adm Account (NET METERED)	18,370.75	-	17,863.61	(18,370.75)	17,863.61	17,863.61	17,863.61	-	-	-	-	17,863.61
7252821074	Dept. of Education	2,042,064.09	1,846.29	1,103,551.55	(2,044,342.88)	2,248,725.00	1,103,119.05	1,103,119.05	-	-	-	-	1,103,119.05
1877091993	Dept. of Education (NET METERED)	17,216.27	-	9,170.75	(17,216.27)	18,894.37	9,170.75	9,170.75	-	-	-	-	9,170.75
0266069082	Guam Police Department	50,972.80	-	49,485.97	(50,972.80)	100,458.77	49,485.97	49,485.97	-	-	-	-	49,485.97
	Sub-total	**2,708,051.77**	**1,846.29**	**1,572,563.31**	**(2,482,981.24)**	**3,005,787.50**	1,799,480.13	**1,572,125.81**	**89,563.10**	**76,034.77**	**40,541.22**	**21,215.23**	**1,799,480.13**
	Mayors												
6393530237	Hagatna Mayor	970.21	-	915.92	-	1,886.13	1,886.13	915.92	970.21	-	-	-	1,886.13
4469579998	Merizo Mayor	1,844.94	-	1,788.27	-	3,633.21	3,633.21	1,788.27	1,844.94	-	-	-	3,633.21
1880297633	Talofofo Mayor	2,734.64	-	2,538.16	-	5,272.80	5,272.80	2,538.16	2,734.64	-	-	-	5,272.80
0492244686	Asan/Maina/Adelup Mayor	2,049.46	-	1,772.45	-	3,821.91	3,821.91	1,772.45	2,049.46	-	-	-	3,821.91
3293808984	Piti Mayor	1,101.26	-	1,053.83	-	2,155.09	2,155.09	1,053.83	1,101.26	-	-	-	2,155.09
7202265287	Umatac Mayor	1,132.27	-	1,020.71	-	2,152.98	2,152.98	1,020.71	1,132.27	-	-	-	2,152.98
1837525565	Yona Mayor	2,825.75	-	2,614.44	-	5,440.19	5,440.19	2,614.44	2,825.75	-	-	-	5,440.19
5763167341	Barrigada Mayors Office	3,646.11	-	3,307.41	-	6,953.52	6,953.52	3,307.41	3,646.11	(0.00)	-	-	6,953.52
8715052935	Mongmong/Toto/Maite Mayor	1,481.90	-	1,439.21	-	2,921.11	2,921.11	1,439.21	1,481.90	-	-	-	2,921.11
7037924246	Yigo Mayor	3,378.61	-	3,355.76	-	6,734.37	6,734.37	3,355.76	3,378.61	-	-	-	6,734.37
8433959204	Sinajana Mayor	6,565.57	-	5,778.63	-	12,344.20	12,344.20	5,778.63	6,565.57	-	-	-	12,344.20
8472200165	Agana Hts. Mayor	5,758.64	-	6,052.64	-	11,811.28	11,811.28	6,052.64	5,758.64	-	-	-	11,811.28
3832327736	Santa Rita Mayor	4,724.22	-	4,359.97	-	9,084.19	9,084.19	4,359.97	4,724.22	-	-	-	9,084.19
3631627996	Mangilao Mayor	2,499.88	-	2,784.05	-	5,283.93	5,283.93	2,784.05	2,499.88	-	-	-	5,283.93
8041715847	Dededo Mayor	6,502.69	-	6,270.48	-	12,773.17	12,773.17	6,270.48	6,502.69	-	-	-	12,773.17
6957205325	Tamuning Mayor	10,765.44	-	6,394.47	-	17,159.91	17,159.91	6,394.47	6,801.20	3,964.24	-	-	17,159.91
6078244037	Inarajan Mayor	7,040.00	-	6,542.00	-	13,582.00	13,582.00	6,542.00	7,040.00	-	-	-	13,582.00
7247791682	Agat Mayor	4,225.15	352.27	4,042.41	-	8,267.56	8,619.83	4,394.68	4,225.15	-	-	-	8,619.83
9351070242	Ordot/Chalan Pago Mayor	11,888.63	-	11,674.12	-	23,562.75	23,562.75	11,674.12	11,888.63	-	-	-	23,562.75
	Sub-total	**81,135.37**	**352.27**	**73,704.93**	**-**	**154,840.30**	155,192.57	**74,057.20**	**77,171.13**	**3,964.24**	**-**	**-**	**155,192.57**
	DPW Accounts												
0832698062	DPW-Signal Lights	7,736.78	-	7,654.06	-	15,390.84	15,390.84	7,654.06	7,736.78	-	-	-	15,390.84
0930959866	DPW- Primary St. Lights	93,666.55	-	95,257.42	(93,666.55)	95,257.42	95,257.42	95,257.42	-	-	-	-	95,257.42
3045433600	DPW-Village St. Lights	450,530.36	50.00	457,871.74	(198,936.73)	709,465.37	709,515.37	457,921.74	251,593.63	-	-	-	709,515.37
3088040552	DPW-Sec/Coll St. Lights	24,906.19	50.00	25,317.91	(24,906.19)	25,317.91	25,367.91	25,367.91	-	-	-	-	25,367.91
	Sub-total	**576,839.88**	**100.00**	**586,101.13**	**(317,509.47)**	**845,431.54**	845,531.54	**586,201.13**	**259,330.41**	**-**	**-**	**-**	**845,531.54**
	Autonomous/Public Corp												
0838495949	Guam Waterworks Authority	3,000,767.46	651.75	1,632,284.46	(3,000,792.46)	3,265,987.97	1,632,911.21	1,632,911.21	-	-	-	-	1,632,911.21
1540692986	Retirement Fund	7,569.24	-	6,369.12	(7,569.24)	6,369.12	6,369.12	6,369.12	-	-	-	-	6,369.12
4075914809	GPA	-	(106,181.70)	106,181.70	-	-	-	-	-	-	-	-	-
5357510000	University of Guam (NET METERED)	247,640.45	-	127,531.45	(247,640.45)	127,531.45	127,531.45	127,531.45	-	-	-	-	127,531.45
6518220019	Guam Community College	26,764.80	-	26,035.39	(26,764.80)	26,035.39	26,035.39	26,035.39	-	-	-	-	26,035.39
7736362694	Guam Airport Authority	1,109,150.78	-	546,587.65	(1,109,150.78)	546,587.65	546,587.65	546,587.65	-	-	-	-	546,587.65
8302337726	Guam Memorial Hospital	66,828.81	-	33,959.38	(31,658.94)	69,129.25	69,129.25	33,959.38	34,543.28	626.59	-	-	69,129.25

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GOVERNMENT ACCOUNTS RECEIVABLE
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8426836906	Guam Memorial Hospital (NET METERED)	430,231.82	-	219,786.75	(206,129.20)	443,889.37	443,889.37	219,786.75	224,102.62	-	-	-	443,889.37
9157510000	Guam Community College (NET METERED)	67,461.88	-	67,018.62	(67,461.88)	67,018.62	67,018.62	67,018.62	-	-	-	-	67,018.62
0563872892	Guam Housing Corp Rental Division	2,421.80	25.00	1,681.12	(2,421.80)	1,681.12	1,706.12	1,706.12	-	-	-	-	1,706.12
9173210000	Guam Solid Waste Authority	15,140.78	-	14,851.37	(15,140.78)	14,851.37	14,851.37	14,851.37	-	-	-	-	14,851.37
5434075703	University of Guam	408,697.79	-	212,152.14	(408,697.79)	212,152.14	212,152.14	212,152.14	-	-	-	-	212,152.14
1699407298	G H U R A	39,433.69	25.00	35,177.82	(39,433.69)	35,177.82	35,202.82	35,202.82	-	-	-	-	35,202.82
4474308144	Port Authority of Guam	231,227.67	-	112,236.56	(231,227.67)	112,236.56	112,236.56	112,236.56	-	-	-	-	112,236.56
	Sub-total	**5,653,336.97**	**(105,479.95)**	**3,141,853.53**	**(5,394,089.48)**	**4,928,647.83**	3,295,621.07	**3,036,348.58**	**258,645.90**	**626.59**	-	-	**3,295,621.07**
	Others												
3209463043	Dept. of Military Affairs (NET METERED)	42,580.25	-	41,770.04	-	84,350.29	84,350.29	84,350.29	-	-	-	-	84,350.29
4530787043	U.S. Post Office	59,502.22	-	55,016.64	(59,502.22)	55,016.64	55,016.64	55,016.64	-	-	-	-	55,016.64
6000770566	KGTF	8,092.55	-	8,159.70	-	16,252.25	16,252.25	16,252.25	-	-	-	-	16,252.25
6602566745	Tamuning Post Office	4,882.87	-	6,836.70	(4,882.87)	6,836.70	6,836.70	6,836.70	-	-	-	-	6,836.70
7541928173	Guam Legislature	635.47	(25.00)	634.75	(610.47)	634.75	634.75	634.75	-	-	-	-	634.75
8108458168	Guam Post Office (Agana)	7,124.16	-	6,732.33	(7,124.16)	6,732.33	6,732.33	6,732.33	-	-	-	-	6,732.33
8353274954	Superior Court of Guam	74,225.66	-	73,377.93	(74,225.66)	73,377.93	73,377.93	73,377.93	-	-	-	-	73,377.93
8607446612	Dept. of Military Affairs	58,542.93	-	55,838.26	-	114,381.19	114,381.19	114,381.19	-	-	-	-	114,381.19
8972267005	Customs & Quarantine Agency	2,142.92	-	1,909.90	(2,142.92)	1,909.90	1,909.90	1,909.90	-	-	-	-	1,909.90
9503154359	Guam Legislature (NET METERED)	11,155.46	-	11,014.29	(11,155.46)	11,014.29	11,014.29	11,014.29	-	-	-	-	11,014.29
	Sub-total	**268,884.49**	**(25.00)**	**261,290.54**	**(159,643.76)**	**370,506.27**	370,506.27	**370,506.27**	-	-	-	-	**370,506.27**
Grand Total		**9,288,248.48**	**(103,206.39)**	**5,635,513.44**	**(8,354,223.95)**	**9,305,213.44**	6,466,331.58	**5,639,238.99**	**684,710.54**	**80,625.60**	**40,541.22**	**21,215.23**	**6,466,331.58**

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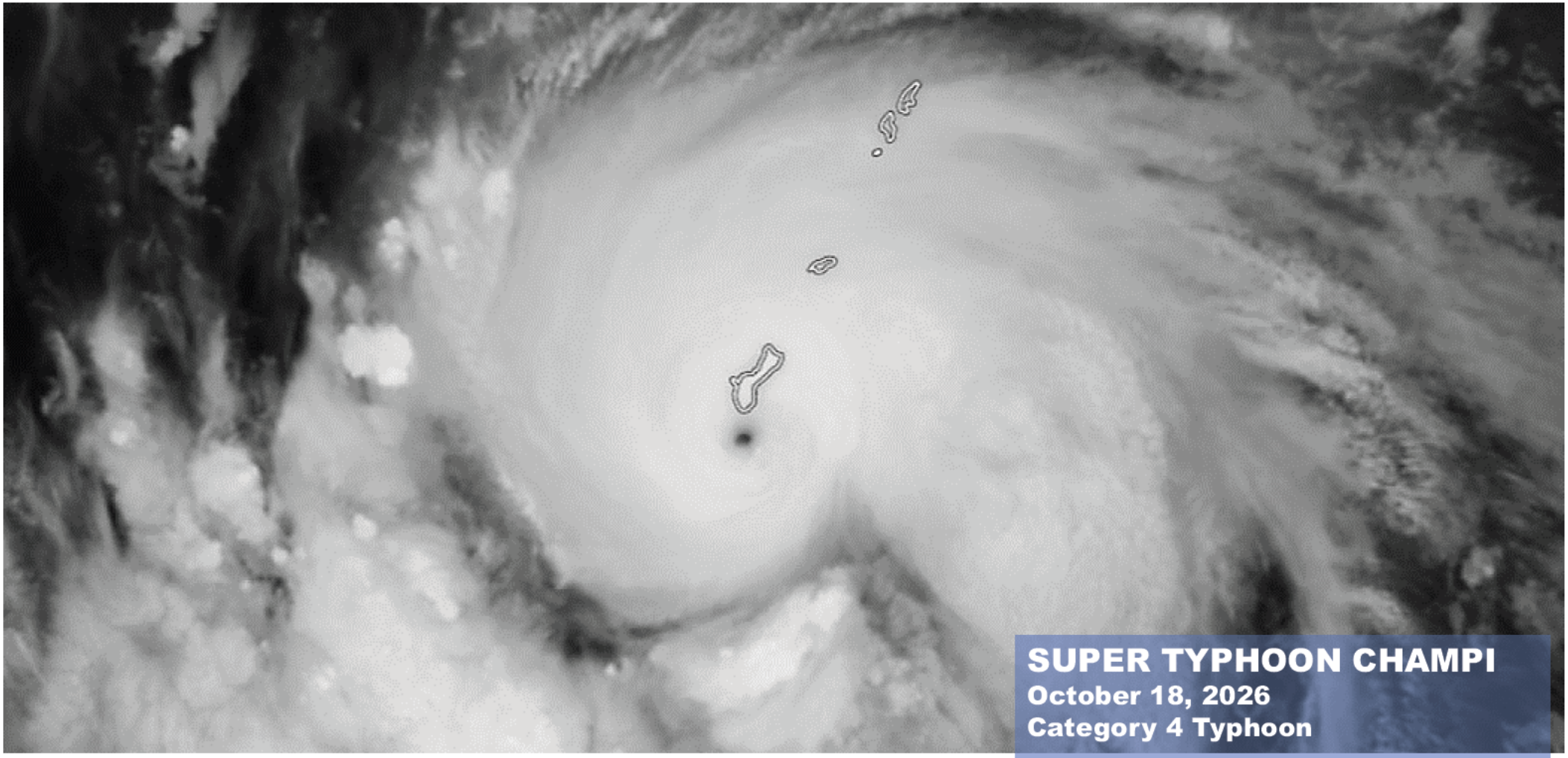

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TYPHOON CHAMPI: Recovery Summary

No Islandwide Blackout	50+ MW Generation	50% Feeders Intact	99% Recovery	<5 Day Restoration	$750k Revenue Impact



System maintained at least 50MW throughout the typhoon



Roughly 50% of distribution feeders remained intact



GPA crews continued to restore circuits and address trouble calls islandwide up to 3:30 AM, Sunday 18-Oct-2026



Prior to CPA, GPA and GWA personnel worked together to transfer water assets to generator power, monitored the system through the typhoon, and returned water assets back to island power



Throughout the typhoon, GPA delivered transmission level power to all military installations, including Andersen Air Force Base, MCB Camp Blaz, Naval Base Guam

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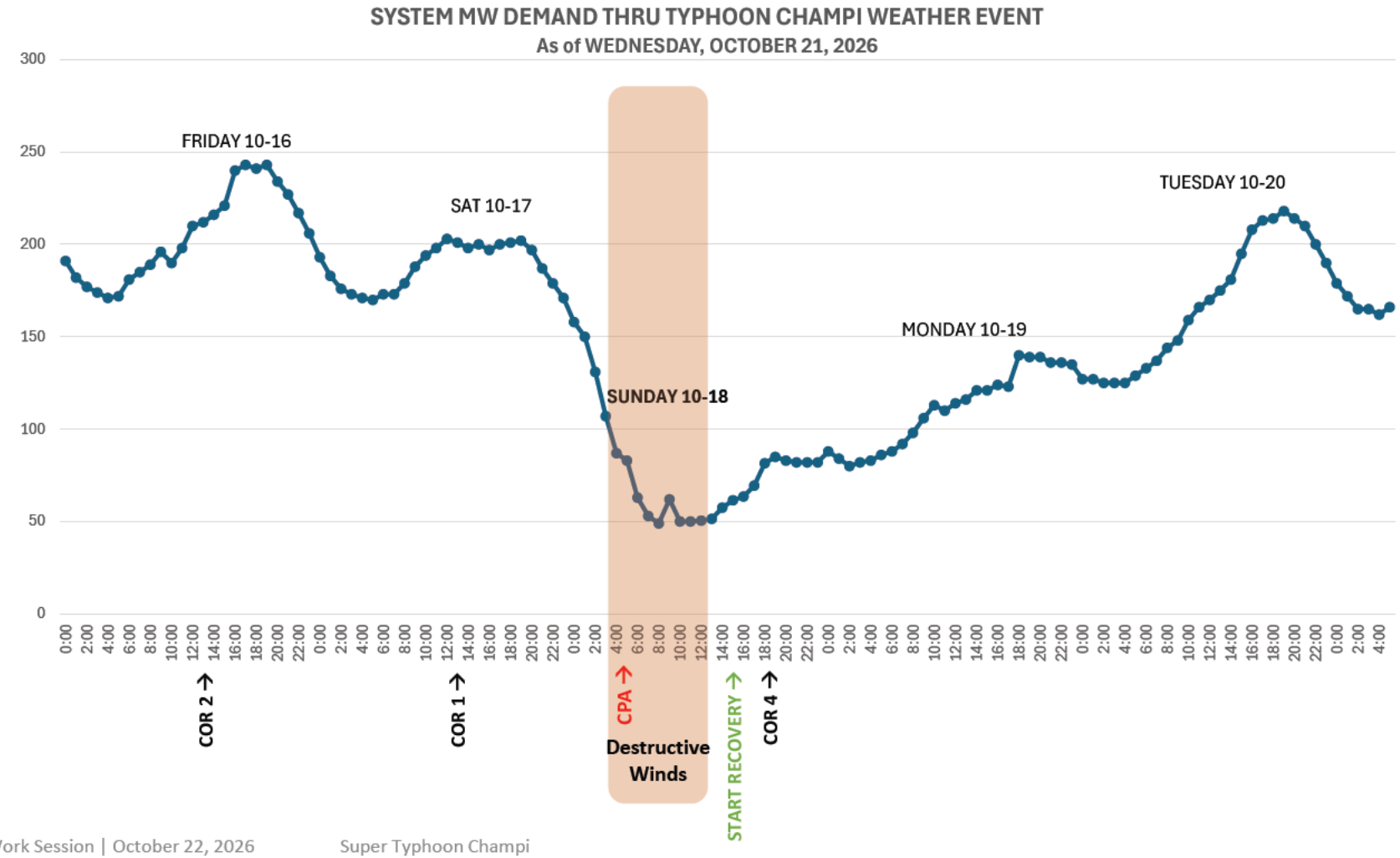
TYPHOON CHAMPI: System Demand



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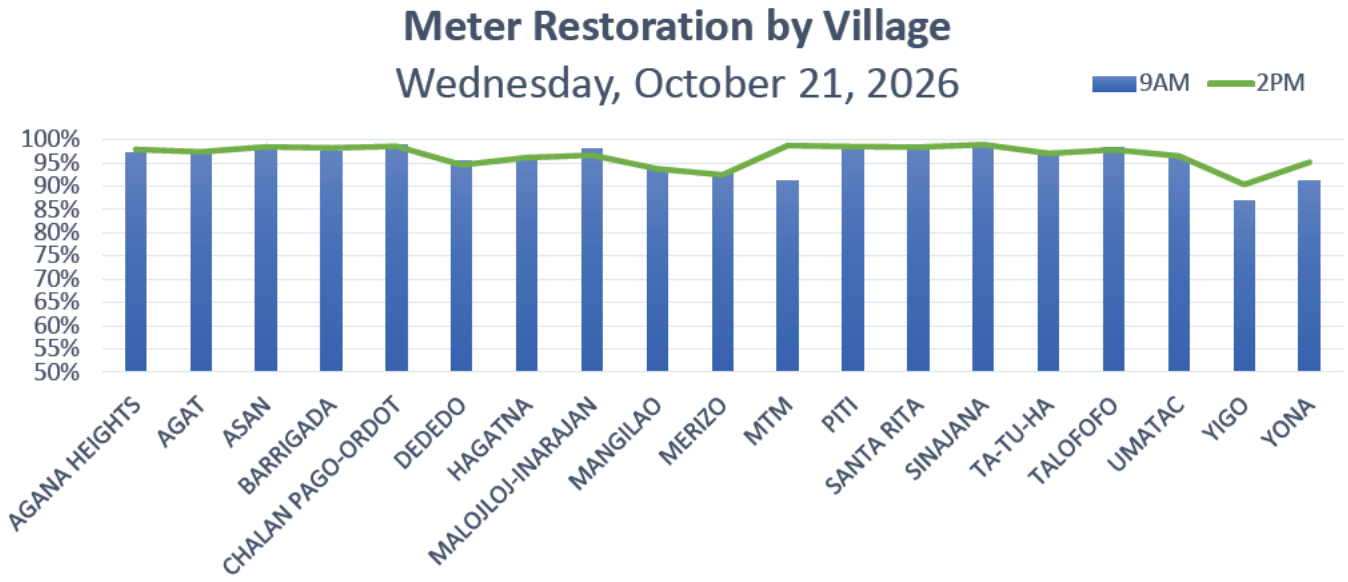
TYPHOON CHAMPI: Meter Restoration



Emergency Work Clearances

- 30 *as of 21-Oct-2026*







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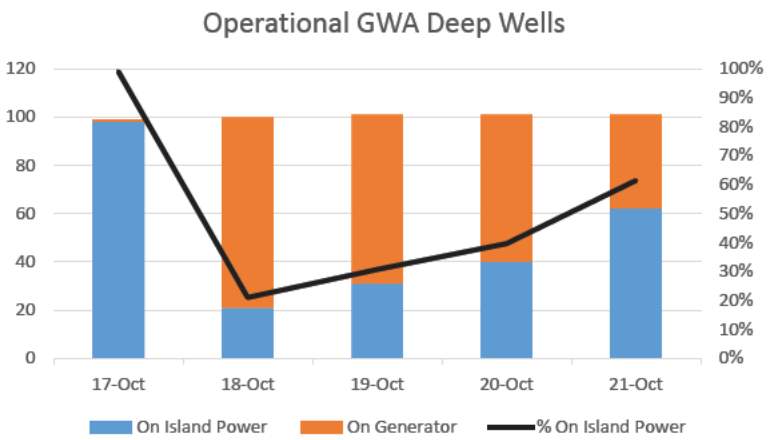
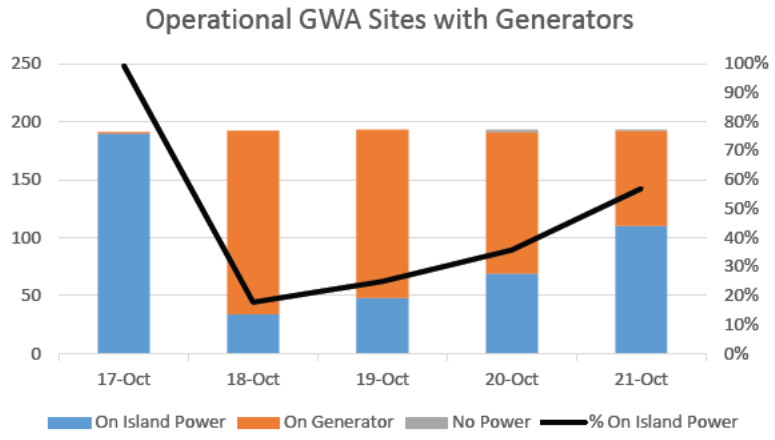
Water System Diesel



	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct
On Island Power	98	21	31	40	62
On Generator	1	79	70	61	39
TOTAL	99	100	101	101	101
% On Island Power	99%	21%	31%	40%	61%



	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct
On Island Power	190	34	48	69	110
On Generator	1	158	145	122	82
No Power	0	0	0	2	1
TOTAL	191	192	193	193	193
% On Island Power	99%	18%	25%	36%	57%

Doc. No. 38GL-26-3188.*

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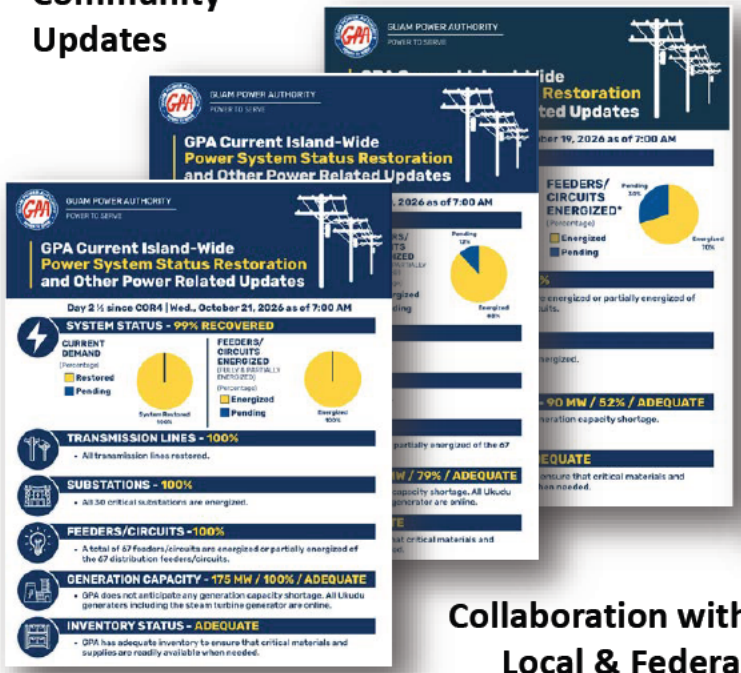
TYPHOON CHAMPI: Action Plan & Reporting Progress

Transmission Lines & Substations → Distribution Feeders (67 ea) → Isolated Major Laterals → Smaller Isolated Laterals & Damaged Transformers → Weather Heads, Secondary Lines → Streetlights

Community Updates





Collaboration with Local & Federal Emergency Operations



Customer Call Center

24-Hrs (M-W) | Extended Hrs (Th-F)



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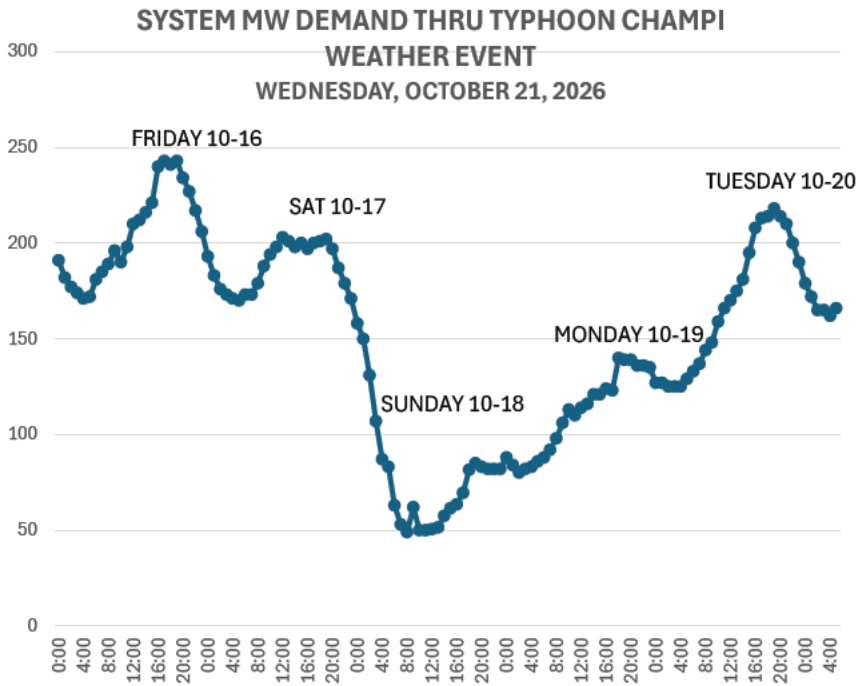
TYPHOON Disaster Recovery

GPA resilience showcased by its recovery from three typhoons in 2026

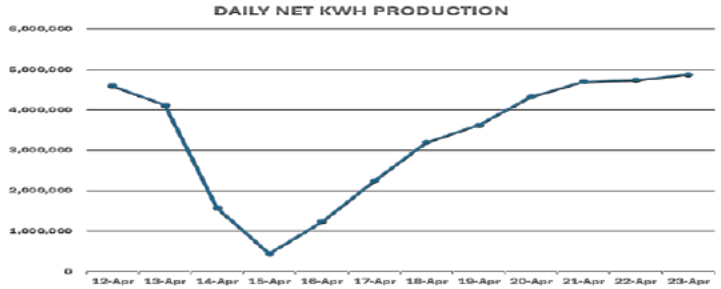
TYPHOON CHAMPI

99% restoration ACHIEVED IN 2.5 days



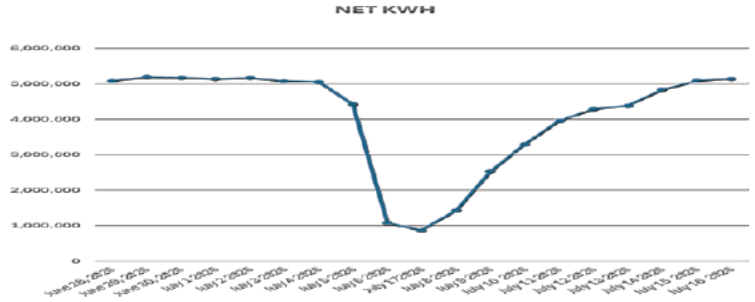
TYPHOON SINLAKU

99% restoration ACHIEVED IN 8 days



TYPHOON BAVI

99% restoration ACHIEVED IN 8 days



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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

REGULAR BOARD MEETING
CCU Conference Room, Gloria B. Nelson Public Service Building
5:30 p.m., Tuesday, October 27, 2026

***AMENDED AGENDA**

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES**
3. **PUBLIC COMMENTS** (Limit to 2 Minutes)
4. **GWA**
   - **4.1.** GM Report
   - **4.2.** Financial
   - **4.3.** **GWA Resolution No. 02-FY2027/GPA Resolution No. FY2027-06** – Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU)
   - **4.4.** **GWA Resolution No. 03-FY2027** – Relative to Authorizing the Additional Expenditures for Security Services with Pacific Island Security Agency (PISA) under GWA IFB 2022-12 and Authorizing GWA to seek the Approval of the PUC for Contract costs Exceeding One Million Dollars
   - **4.5.** **GWA Resolution No. 04-FY2027** – Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.
   - **4.6.** **GWA Resolution No. 05-FY2027** – Relative to Approval of Amendment for the Indefinite Delivery/Indefinite for Quantity Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.
   - **4.7.** **GWA Resolution No. 06-FY2027** – Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation
   - **4.8.** **GWA Resolution No. 07-FY2027** – Relative to Adding a Signatory that May Authorize Payments and Fund Transfers on Behalf of Guam Waterworks Authority
   - **4.9.** ***GWA Resolution No. 08-FY2027** – Relative to Authorizing an Increase of Obligating Authority for the General Manager of the Guam Waterworks Authority
5. **GPA**
   - **5.1.** GM Report
   - **5.2.** Financial
   - **5.3.** **GPA Resolution No. FY2027-03** – Relative to Authorize the Management of the Guam Power Authority to Award Line of Credit Authority for Fuel Purchases to Bank of Guam
   - **5.4.** **GPA Resolution No. FY2027-04** – Relative to Authorize the Management of Guam Power Authority to Award the Casualty Insurance
   - **5.5.** **GPA Resolution No. FY2027-05** – Relative to the Authorize of Guam Power Authority to Award Property Insurance
   - **5.6.** **GPA Resolution No. FY2027-06 / GWA Resolution No. 02-FY2027** – Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU)
   - **5.7.** **GPA Resolution No. FY2027-07** – Relative to the Approval of a Two-Year Extension to the Bulk Supply of Diesel Fuel Oil No. 2 Contract with Hyundai Corporation, Contract No. GPA-040-23

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5.8. **GPA Resolution No. FY2027-08** – Relative to Authorizing the Guam Power Authority to Procure Construction Services for the P-087 GWA Underground Conversion Project

6. OTHER DISCUSSION

7. ANNOUNCEMENT

7.1. Next CCU Meetings: GWA Work Session, Tuesday, November 17, 2026, 8:30 a.m.
GPA Work Session, Thursday, November 19, 2026, 8:30 a.m.
CCU Regular Meeting, Tuesday, November 24, 2026, 5:30 p.m.

8. EXECUTIVE SESSION

8.1. GWA Litigation Matters

9. ADJOURNMENT

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REGULAR BOARD MEETING
CCU Board Room, Gloria B. Nelson Public Service Building
5:30 PM, Tuesday, September 15, 2026

MINUTES

1. **CALL TO ORDER**

Chairman Santos states, gentlemen, colleagues, we're going to get started. Today's date is September 15, 2026, Tuesday. The time is 5:30. I call this meeting to order. We have Commissioner Martinez, Commissioner Duenas, myself, Commissioner Santos. Commissioner Sanchez and Commission Limtiaco are on their way. Later, Comm. Limtiaco messaged Chairman he is off-island.

Commissioners:

Francis E. Santos	Chairman
Pedro Roy Martinez	Vice Chairman
Melvin F. Duenas	Secretary
Simon Sanchez	Commissioner
Michael T. Limtiaco	Commissioner – Absent/Excused

Executive Mgmt.:

Jennifer Sablan	GM/GPA (Acting)
John Benavente	GM/GPA – GoToo Meeting
Miguel Bordallo	GM/GWA
Brett Railey	AGMET/GWA
Tricee Limtiaco	AGMA/GPA – GoTo Meeting
John Kim	CFO/GPA
Chris Budasi	AGMA/GWA
Thomas Cruz	AGMO/GWA
Taling Taitano	CFO/GWA
Theresa Rojas	Legal Counsel/GWA

Management & Staff:

Joleen Cruz	PSA/GPA (Acting)	James Borja	USA/GPA
Alice Masangcay	Admin/GWA	Vangie Lujan	Compliance/GWA
Reginald Diaz	MA/GPA	Nic Rupley Lee	Comms/GWA
Vlad Navasca	IT/GPA	Peter Pangelinan	IT/GPA
Lourissa Gilman	UBS	Jason Baza	Budget/GWA
Joyce Sayama	Comms/GPA		

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Guest:

Nestor Licanto	Congressman Office	David Castro	Guam Daily Post
Juan Muna	AM Insurance	Linda Stone	AM Insurance

2. APPROVAL OF MINUTES

First order, the approval of the minutes from August 25th CCU Regular Meeting. Comm. Martinez states, so move, Mr. Chairman; Comm. Duenas second.

Minutes from the CCU regular meetings on August 25, 2026, have been approved.

3. PUBLIC COMMENTS

Chairman Santos states, Mr. Nestor Licanto, you have the floor. Mr. Nestor Licanto states, thank you, Mr. Chairman, commissioners, and management. My name is Nester Licanto. I'm with Congressman Moylan's office. I just wanted to be able to give you a quick briefing on a meeting or a discussion he had today between the congressman staff and AGM Limtiaco. She expressed the critical situation with regard to the impact of the rising oil prices and asked for the assistance of the congressman on any financial funding that the federal government can provide. So, very briefly in response to requests for possible federal assistance the DC office has been reaching out to the Departments of Energy, Interior and including the Department of Defense. They have inquired whether there was any way for the energy department to help offset the $70 million line of credit. I think that you're negotiating with the Guam Economic Development Authority. Preliminarily, they were advised that grant funding is not available but revolving credit may be how much is not yet known and of course it would have to be paid back. Also, they've been reaching out to FEMA to expedite the $30 million plus in Mawar and typhoon reimbursements. No feedback as of this morning and no official explanation about the delay other than it might be related to a policy dating back to former DHS Secretary Kristi Noem, I think had that very controversial policy decision that anything over $100,000 would have to be personally signed by her and approved by her. So, I think that created a substantial backlog that they still have not come up to speed with. The DC staff has not ruled out Interior being able to provide some funding. The congressman will raise the urgency of the issue with DOI during the upcoming inter-agency group on insular affairs meeting I think a little bit later this month. And finally, DoD funding is not likely due to a variety of restrictions. So, those are the things that they discussed this morning in DC. I don't know if they met but I think they spoke with AG Limtiaco and those are the issues that they covered. Thank you very much.

Chairman Santos states, thank you. Okay, I would like to acknowledge the PUC Chairman, Jeff Johnson. I will now turn it over to the acting GM, Jennifer Sablan.

4. GPA

4.1 GM REPORT

Acting General Manager Jennifer Sablan states, good afternoon. We are going to discuss the LEAC. We have with us here our General Manager on GoTo Meeting. Sir, did you want to proceed with that presentation? General Manager John Benavente states, first of all, thank you Mr. Chairman and GM Bordallo for yielding and letting us go first this evening. I appreciate that. So, we do have a short presentation only 15 pages long, Mr. Chair. I hope to provides a lot of information as to where we are, how we got here and where and what we might do to move on and to proceed with our plan which is to try again to minimize the impact of the LEAC on our ratepaying customers which evidently we have been working both CCU, PUC and ourselves together. It's been seven months and the rate has only

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gone up $0.6 cents a kilowatt hour which is substantially less than what it needs to be to fully recover the cost. I'll go ahead if you don't mind, Mr. Chair, I'll start with the presentation and then, myself, John K. and Jennifer, can answer any questions that you may have. So again, significant events which have negatively impacted our July 2026 LEAC plan. Again, we have the LEAC that was raised in July to recover some of the costs but again we're looking at the trying to get credit line to be able to help our customers. The Ukraine war and the Iran war and of course the Ukraine war. And why do I say Ukraine war is because more recent events Ukraine has been bombing or taking out diesel refineries in Russia which is impacting our diesel supply. Again, in sight impacting our fuel price forecast. The Ukudu Power Plant had an outage which was supposed to be two weeks ended up to be nine weeks and that actually required an additional $180,000 costing about $28 million. The $70 million credit line is still in the procurement process and this line has been approved by the CCU and PUC and may be available by the end of September at best. Of course Typhoon Bavi and Typhoon Sinlaku has somewhat impacted reserves…about $5 million over the period. Our cash reserve is fully utilized at this point and have impact our operations. The positive side of the equation is that Ukudu Power Plant is returning now and has been saving us about 3,000 barrels a day. We have sold the Low Sulfur RFO that was in our tanks for about $17 million in cash and that is being applied to LEAC to assist the ratepayers. The credit line procuring is opening tomorrow and the review process will begin immediately and the GEDA Board is scheduled to meet on Friday. So hopefully, all of this goes smoothly. That's the update in terms of the credit line. Our cash reserve again has have alleviated the financial impact on ratepayers for the past seven almost eight months. Our September cargo was delivered and payment is required by the end of the month. It is my understanding from John K. that will be able to pay that end of the month shipping. It's more and most important is the October shipment. As you can see, we went from $0.26 cents to the $0.31 cents today from about $245 which is the normal cost before the war to the $0.19 cents that we are at today. In comparison to all the other places, it's not much of a consolation, but the fact is that we are substantially lower and the coming impact that is happening with fuel heading north is certainly going to move others north…similar to us, but that's where we at. Here, I'm showing you the blue line is calendar year 2025 and the red line is calendar year 2026. If you look at the early months, the first two months, we're below the blue line, And since then, we're above substantially above. So that yellow between the blue and the red line is a lot of cash that we had to put out for fuel oil. If you look at the projections of oil in the right, June 2026, the projection for September was $140 and now most recently the projection was $150 and now in September, looking at the last two days of the MOPs posting and that's averaging about $201 a barrel. What I'd like to note on this is that, our next pricing for the October shipment will begin to come into play around September 30. Theres a couple weeks here more that hopefully something good happens and I pray that something good happens and therefore we this MOPs number going down which will translate to our lower cargo cost. The $200 a barrel the bill is about another $50 million cargo compared to $25 million that we're used to. I showed you this before what happened with Ukudu and what we had to do…we had some load shedding, we remedied that. To give you an idea how much it cost us, if you look in May the fuel related expenses were around $0.19 cents per kilowatt hour, in July and August it was $0.29 cents and again in September is down again to $0.19. So for each one, it cost us about $14.6 million hours of additional fuel cost at the time the steam turbine was able to generate in the combined cycle. That's about $28 - $29 million of an impact, that almost one cargo. Now, you could always say Ukudu is not putting itself up to par, but if you look here, Ukudu, is at $100 a barrel annually it cost us $16 million more in fuel, at $150 a barrel, $160 million. So, it's back on track and is doing its job and then it just continues until we get through all of this. Again, reduction in fuel consumption by about 3,000 barrels per day. So here again, we're in the left, is the Russia-Ukraine conflict, its small compared to what's happening in the one in the right, Iran conflict/Hormuz Straight conflict. So you

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see we went up about $220 a barrel somewhere around March-April. It did come down to somewhere around $135 - $140 a barrel around June when we set the LEAC which was set for July. But look what has happened ever since then, it actually has going up and has been staying up around the $150 to $160 a barrel. Right now, the last two MOPs postings have shown us the $200 barrel. The critical part of this is September 30 when we know whether that that curve starts going down and certainly pray that it doesn't move up. This is the information as requested by the PUC and as provided by Mr. Kim, it gives you a very scenario of what the rate would have to be for the barriers under recovery. We did nothing at all based on this initial table, which I note is at $157 a barrel of fuel. On the recovery will be around $59 million by January if nothing is down at all. As you move to the right, you start shading what your target might be for the recovery. If you look at the item $0.272687, down the middle, when we started out on this quest of trying to mitigate our customers' bills, we agreed that about $28 million of under recovery in June and 28 to be the same in January of 2027. Unfortunately, fuel prices do not make that possible at this time. This is a table outlining what the ALJ in this review and others is recommending in this report to the CCU for consideration on Thursday. And if you look, it's at $161 a barrel and on the recovery is $27 million, but the grade left is to jump to $0.282087, beginning on the first to achieve this. I'd like to note right here that $161 compared to what we're seeing as the next shipment coming up may not may not be adding to address this, but again, I don't have that answer for us right now. If we were to do the $282.827, a regular residential bill for a thousand kilowatt hour would actually go up from the $318.68 to about $407.23. Actually from the January of this year you're looking at a total of about close to $150 per month for the average residential billing. Again just translating this as best we can at this point, this is what you're looking at the residential customer bill and that percentage will probably translate a little bit, plus or minus throughout the whole week base mix. What would happen if in fact everything just stays the way it is and we do go up to $200 a barrel for the next few months? What would the under recovery be like? The under recovery will go up from $50 million in August of this year. We'll go to $87 million by January 2027. You can look here is really that the $50 million in August is already kind of like the water under the bridge and that's already compared to the $27 million that we were ear marking so just a higher fuel prices in the scenario that I mentioned earlier. So, how do we pay for the next shipment of fuel? And again, this is where the credit line is very significant. And again, it's been approved by CCU and the PUC and in the process of being open most likely I think the step opening is 2:00 tomorrow. And again from there the two will work hard to see if something can be awarded as soon as possible. Maybe a certain now as the priority board meeting GEDA. So John K. has put that in into the draw. What that means though is that okay, we don't do anything at all, then we don't look for the next shipment in October and we can pay in December and then in January we can just about pay unless something changes that again the $200 per barrel comes down. So with the credit line, you'll be able to get us to January, if possible. But we don't know whether again we're giving you what we hope is the worst case of $200 per barrel. So here's our conclusion and recommendation. The war, both Iran and Ukraine, continue to impact our fuel supply and is driving it upward…in an upward trend for global fuel oil prices. Our next delivery is expected on October 10 and the price will be determined by the MOPs posting between September 30 and October 10, less than 11 days, in between cycles between the bill and lading. The ratepayers, of course, are feeling this impact and rising cost of everyday goods, gasoline, and other goods and services. We all are quite aware of this. To minimize the impact, we've used all our cash reserve and operating funds for fuel purchasing. Suggesting only one the increase of the LEAC in July and avoiding these two increases since the war began in February as opposed to the month. So implementation of the plan to obtain a new purchase credit line continues but may not be in place until the end of September…hopefully by next year. If awarded, the credit line will be used to minimize the impact allowing GPA to recover expenses for longer period of time and that is the whole

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objective of the credit line. So again, we will know by this Friday when we will have a credit line ready to award or more work has to be done before we can get an award hopefully by the end of September. If fuel prices continue to increase past $200 a barrel, the credit line limits and the LEAC will need to be increased in order to sustain fuel purchases. Again, looking ahead, we have to be prepared and even we're trying to figure out other things that will help us here. But again, that line may have to be increased if in fact we know that this is going to be the trend that this will actually be the operation moving forward. So we intend to evaluate the adjustment requirements on the upcoming January to June 2027 LEAC to review under recovery amounts. So my recommendation right now is maybe hold on a little bit and we seek to postpone this LEAC and try and figure out what do when we have with the credit line and over the next week or so see where we are with fuel oil prices. The recommendation gives us time to evaluate this with the best information we can get over the next week to 10 days. We request to discuss the LEAC after the line secured and additional market projections are released. If the credit line is not secured or adequate to cover shipments through January 2027, the LEAC adjustment will be necessary in and dependent on the above issues. If we don't have a credit line this is one scenario...we do have it perhaps we can continue with what we had planned in the beginning to make this as seamless as possible. So that, Mr. Chairman, is our recommendation and resolution. I'm open to questions. John K is here with us and, of course, Jennifer Sablan is here for questions. Comm. Sanchez asks, the line of credit, how do you see using it? Right now, I'm seeing we're at 50 50 million. August, September, it's going to go to $90 million. Just keep the numbers around, right? The line of credit is 70 million, right? CFO John Kim replies, yes, we're authorized to go up to $70 million. Comm. Sanchez continues, so, John B, I'm looking at the slide that had the $87 million under recovery in January 27th. And as of our guesstimate...as of September, October, we're between let's say mid50s under recovery? CFO Kim confirms, yes. Comm. Sanchez adds, what options are you thinking about that would mitigate the amount of the LEAC increase? How would you use the line to do that? CFO Kim states, yes, we're projecting to cash coming in is about $28 million, but the cash going out might be close to $52 million. So, we had to bridge the gap. So, that's how we'll be using it. Comm. Sanchez states, at $22 million a month differential, it doesn't seem to me you're going to be able to keep it at $0.19 cents. It's just whether can you be somewhere between $0.19 and $0.28 or worse, right? Is that line of credit is designed to mitigate the amount of I mean, that's why we got it, right? To deal with exactly what we're going through now, right? Knowing that we're going to have to pay the loan back, but we have 12 months to pay back a loan versus six-month LEACs to pay back under recoveries, right? CFO Kim states yes. Comm. Sanchez continues, I'm trying to look for the how to use the tool the line of credit to do something slightly a LEAC increase but less and then use the line of credit to make up the difference knowing that in January we're still going to have to start pay back the line of credit but you got 12 months on the line of credit versus six months on the LEAC. So, so one of your tools you can pay back slower you have to pay back but you can pay back slower. The other part of your tool, its six months and you got to deal with it because it seems to me if you spent $40 million of your line of credit your $87 million in January would be for more like $47 million...something like that...more or less, so you would use the line of credit, because implied in your in John's presentation and yours, is asking the PUC, hold off let's get this line of credit, let's see that it's real, make sure there's no protests, or anything like that right and then when you have the line of credit, how are you thinking of using it? That's what I'm trying to make sure we understand for the ourselves. And then if we're going to proceed down that recommended road, what are we going to tell the PUC? CFO Kim states, yes, the whole purpose of a line of credit is the gap between what we have to pay and what we can collect. So there those gaps will be filling it until... Comm. Sanchez asks, so, what's your projected gap? Isn't your projected gap about $40? You're going to go from $54 to $87, right? That's your gap, right? So you that tells me you need $33 million based

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on the projection. CFO Kim agrees. Comm. Sanchez continues, and, assuming oil doesn't get any stupider than it already is. That's the other unknown. We're assuming, you know, 200 bucks a barrel. And this LEAC are now the highest in since at least three or five years ago. Chairman Santos asks, John, we get the line of credit and you're going to spread it out over two months because that's what the table is here saying, but you want to hold on to $0.19 cents. That's the scenario. And, the recommendation is not to do anything. So, tell us what you're not going to pay because you have to pay the fuel bill. You're going to have to forgo something. What is it that GPA management is going to tell CCU that to do this, we need to do this. What are those to do? CF Kim replies, so we're actually cutting back almost everything. No more hiring staff, we now have a hiring freeze, in other words no more hiring…pretty much we now have a hiring freeze. We pretty much stopped increments. Also on CAPEX, we had to really scrutinize what we're spending on. Chairman Santos states, that that hasn't add up to $30 million. That's why I go to that $87. But, that that's that that's holding $0.19 cents. And it's still a gap that we need to recover from and that's what we're trying to trying to seek here. The question then becomes, although John B had stated you know that in one of the things there it's $200 that's kind of like the break point for us we got there today. According to what you sent us. So, does management today want to come and say, you know what, given what we're facing, we may have to really sit down and not hold on to these $0.19 cents and put something into effect. Notwithstanding what PUC is going to do, I need to know what you're recommending to us given the fact that we did hit $200 a barrel today. CFO Kim states, for me, I can't make a decision, a recommendation until a week or two later until we actually see what the status of line of credit is. If you get full $70M, yes, we could probably hold it up a little bit, probably one or two months, probably little bit over two months. Beyond that, you do have to make an adjustment. Chairman Santos agrees, okay. Comm. Sanchez adds, and either way based on this projection we would owe $87 million either the on the LEAC or the line of credit together we would still have to get that back the window that I see is on half of that $87 million if you borrowed 30 $40 million you got 12 months to get that back versus six months on the LEAC. To me the LEAC has to go up from $0.19 cents…use the line of credit to reduce how much it goes up, but, recognize that come January, especially if there's no change, then we're down at least $87 million either owed to the line of credit or under recovery. That's the way I'm interpreting the slide. So, seems to me, part of it is, you should we should do some LEAC increase and some line of credit watch and see. And that's the number I'm trying to figure out. Under this scenario, if you're short $87 million and no increase and you want to go back to…what's your what's your comfort number? $50… $40 million. You're still going to have to take $40- $50 million out of that line of credit to knock…if you took $50 million out of the line of credit, you'd knock $87 down to $37. It's tolerable. But come January, it's going to be $87 million. But 50 of it, you got nine months to average. Is there a LEAC number above $0.19 lower than $0.28 combined with a line of credit that you feel comfortable or that you've calculated? So is there a number above $0.19 and lower than $0.28 combined with a borrowing of X that you'd be comfortable with. Assume for now that you get the line of credit. I mean, if you don't get the line of credit, game's over or October one… Chairman Santos states, we'll be meeting in an emergency session. We're trying to, hedge what that is going to look like, notwithstanding what Chairman Jeff and the PUC that they're discussing already. What is our number? Give us a number, John K. CFO Kim replies, yeah, we do have to do $0.28. Chairman Santos continues, okay. Again John K, that's under recovery at $87 million. We get it. So now the question is, colleagues, we wait and see what happens on Thursday. Comm. Sanchez asks, you got to do $0.28. Where is that scenario? CFO Kim states, so, if you do $0.28 cents, if it's $200, we probably break even. This is at $167. Currently, the fuel is at $200 per barrel. If it stays that way at $0.28 cents, we'll probably $40 million under recovery. Yeah, you will be you will be almost we almost break even. In other words, you're not you're not really recovering like close to the amount of fuel we spent. If you under recovery

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right now is $52 million. Comm. Sanchez asks, now, you have a line of credit, you want to use it and if you do how would you think about using? CFO Kim responds, right now we drew our working capital. So we will probably replenish our working capitals. Let's say the fuel goes up to right now it's $200. The highest we had gone up to up to $300 dollars per barrel back in March. So if that happens is almost like $60. All bets are off. So we need to have cash. That's the whole purpose of line of credit is of just in case oil goes crazy. So do you want to withdraw all $70 million and not have enough cushion just in case craziness happen in the world? Chairman Santos asks, so John And in your calculations, where are we with our debt ratios that we're supposed to abide by because of our bond? CFO Kim replies, yes, for our bond covenant is mostly for our bond cabinet is 1.3, however, that only includes the bond seniors. So, as for line of credit is absent on that one. So, it's not in the calculation for loan covenant. So the debt service coverage, because of the way the regulated financial statement works is that any fuel costs it's deferred. If you spend more costs on your expenses than your revenue, those goes into under recover under deferred assets. So, it's actually in our financial statement, it's a wash...it does not affect the ratio. Chairman Santos asks, how much cash on hand do we have? CFO Kim states, we have cash on hand about $50 million. So out of that, about $28 million we have it reserved for bond payment. Right now we do have to use the line of credit if we get it. Responding to Comm. Sanchez, Mr. Kim states, the LEAC should go up to $0.28 and we're going to need to use the line of credit. Part reason why even though they approve it for October 1st it takes 30 to 45 days for the money to come in. We need to have a line of credit to bridge the gap. The whole purpose of line of credit was bridge the gap between purchasing and actually getting reimbursed collections. GM Benavente states, what we're saying, Mr. Chairman and commissioner is that, give us a few more days so we can see where this line opens. Perhaps we can recess the meeting and let us get to some of these numbers that are flying out there or in fact are we going to get a credit line. So that's what we're looking for because again I mean the credit line is hopefully enhance soon. So then then we can give you a projection of the combination of both so that we don't have to keep running back and forth and it still be before October 1st if necessary or November 1st if necessary. So again, we're not saying we don't want to give a recommendation. We're just saying that recommendation is giving us a little bit more time to figure this out because there's a lot of things that are beyond our control right now. Comm. Sanchez states, I think that the challenge is that the PUC is already comprehending an action to take on Thursday and unless you give them an alternative, I mean, I respect their independence. GM Benavente adds, and that's the decision of the PUC and they're going to move forward as such and we honor that. And so we'll regroup as to what we know from the credit line and provide yourselves and the PUC the operating scenario to sustain a $200 a barrel potential impact. The question no longer is how we're going to pay the fuel oil that's coming up. We don't really want to start getting into our operations too much. I mean we've been putting out the cash reserves but now John K is already, like you're saying, is purposely holding back in the budgets so that we can make sure we pay the oil which he has worked very hard to pay for the September shipment. But, October like you said earlier, myself concluded, is that you know the credit line is what we need so that's all we're asking and then of course if they move to $0.27 or $0.28 as the PUC has decided and, of course, they're the final authority and so be it and then we readjust the plan based on those conditions. Comm. Martinez comments, I just wanted to interject that I think we should, for me at least, I like to follow the recommendations from management and just to postpone this action right now and wait for that letter of credit to come up. We can always call a meeting here any day the chairman's call with PUC they have their own meeting and they have their own discussion to make also but I think we should we have the numbers we know what it is it's all presented and they're there are defending it. I support management's recommendation. Comm. Duenas comments, thank you Mr. Chair, I think I need to I think communication is very important. I am very hopeful that we can find solution. And if we're going

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to do that, I like to see every area to show our customers that Guam Power Authority that we are indeed pinching on this and that and those to show them. But we want to see also where we can we can cut. As we see and experience the news, it looks like we're dealing with a lot of stubborn people around the world and I don't think it's going to get any better it will get worse. I just heard Mr. Licanto mention a few things that that we can tap into and look into other resources. Chairman Santos states, thank you. Can you go to that scenario on the full recovery at $0.28 cents? So John Kim, the middle scenario there is $0.28 cents with no line of credit factored in, what's the middle ground? If you take the line of credit what is that number going to change to? CFO Kim states, this is when we did the fuel price is going to be about $161. If you recalculate that to $200...if that's the case, then the scenario will be close to $52 million on the under recovery. That will take us through January with no line of credit. CFO Kim responds to Comm. Sanchez's questions, so, on this scenario, we didn't put any interest expense on the line of credit. This is just for recovery of on the under-recovery calculation. It's not really a cash flow calculation and the cash flow calculations, if there's a line of credit, we do have to draw down because let's say this one fuel is coming out 42 we're still collecting 28. If it goes 28 then we'll probably...if it was 161, we will probably recover probably four or five probably $8 million I think. You still have a gap timing issue. Comm. Sanchez asks, so either if you keep it at $0.28, how much of the line of credit are you going to borrow? Or if you borrow more than you were thinking, can the $0.28 be a smaller number? Till January that I mean that that's really the only variables we have. CFO Kim responds, yes. So, if it was like $150 per barrel and you put it at $0.28 cents, probably borrowing probably less than that. Probably borrow like $20 million to bridge a gap. So, if it's $200, the first stench, I will probably have to borrow $35 million. This probably get us up to December. January, at $0.28 cents at $200 a barrel...then we have to bridge a gap about $35 million probably once. Comm. Sanchez states, and you have a $70 million line of credit. So you grab $35 million and you bridge the gap of 28. And then in January, depending on what the hell is happening, we're going to owe at least $27 million plus whatever you borrow. And what you borrowed, you can pay back in 12 months. And the LEAC you can you have six months. And even then, we've always carried some under recovery. PUC has allowed it. So that that so we're trying to get an idea. Well, so how much are you going to borrow out of this line of credit over the next 90 days? At $200 a barrel, how much you going to borrow? At $0.28 cents, how much you going to need? CFO Kim replies, $35 million. Comm. Sanchez asks so, is there a middle ground between $0.19 and $0.28 and use more of the line of credit? CFO Kim states, like $0.24- $0.25 then you probably reduce it to half. Comm. Sanchez asks so can you do scenarios that use that line of credit so that we can show ourselves and the PUC other options. I mean they're going to they need to do what they feel they need to do, but if we're able to present a plan to them, I mean it may give them pause as well. I think we're struggling the fact that we're being prudent and saying, "Hey, you know, let's wait till we get the line of credit." But I think from a planning point of view, we pursued it. Everyone said to pursue it, let's plan what happens if you get it. How would that these scenarios change? That's what we're trying to better understand. So presume you're going to get the line of credit. CFO Kim adds, So the original plan was that let's say it's $0.24 cents, it's $150. We were planning to borrow about $35 million. That was the plan. No it's $200. I have to go back and do the calculations.GM Benavente states, the breakeven point for $200 a barrel is $0.24 cents. Therefore, again, you're going to be you're not going to be recovering any money. You're just holding the line at $200 a barrel. The shipments that we have to buy coming up...we need to buy ship cargo in October, December and January. That's three cargos of 150. The difference between John's 30 versus 50 is 20 million each. Therefore that at least $60 plus million that is going to be taken up the credit line and that's what he was talking about earlier that he's barely going to make it in January. The $0.28 cents give you a recovery of about four about to five million a month. In four months that gives you a 20 million recovery on the costing. Comm. Sanchez asks, can you John K,

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can you run some of these scenarios? GM Benavente states, $200 a barrel divided by 42 so much a gallon divided by 20 kilowatt hours per gallon. That's the fuel component of the cost and that's about $0.24 cents. Right now John has this at $150 something. So if you go $0.24 cents and this $150 that under recovery is going to continue to grow. Chairman Santos states, colleagues, thank you for the discussion. Why don't we recess this discussion until Friday at 5:30? Develop all the scenarios that we've been talking about notwithstanding what the PUC wants to do. If they act on Thursday, and they make a decision on Thursday, John Kim and John B, then you have to come back and totally redo the scenarios based on the decision that they're going to make when they make that decision and then you come back and you tell us. The one I think that Simon and I are trying to grapple with is, you're going to get the luxury of probably having both what PUC decides and you already indicated that you want the line of credit. But what we're not factoring is what is the real scenario that you want? If you want $0.28 cents, then do you need the line of credit? Probably not. That's what we want you to develop for us because we're trying to find the middle ground. If the PUC wants to act and say, "Well, we don't like this scenario." We're going to want the full recovery. And that's that we know is $0.28 cents. But that again is not right because the calculation is not at $200 a barrel. It's short. But the affordability issue I think is what we're discussing. So I'm moving that we recess this discussion until 5:30 Friday afternoon. Comm. Duenas states, we keep talking $200 a barrel, we are US territory, it's under you under $100 a barrel in the US. If push come to worse, I think you know we can tap whatever avenue and see we're in a crisis mode. Comm. Sanchez states, it's not realistic. Comm. Duenas adds, you say it's not realistic but I heard prayer…Comm. Sanchez states, let's not discuss something that's not realistic. We can't go buy a tanker fuel from America. We cannot do that. It's not realistic. You got to buy it from them and you got to write them a check. Comm. Martinez interjects, I'd like to ask John, get all the cost savings, the one you indicated that what you going to do to cut down on cost and everything like that. Please break that down and see those numbers and let's see how far can you get it up to $30 million. Comm. Sanchez states, well, I think the challenge though, colleagues, is everything they're cutting is on the base rate. This is a LEAC problem. This is a cost of oil problem. And if you so everything he's cutting just means the base rate doesn't go up. We've never subsidized. We've never used the LEAC to subsidize the base rate or vice versa. This is a cost of oil LEAC problem that we all know about. Run all the numbers, but that's not where the savings are. It's going to be maybe you save one or two $3 million. $4 million. We're talking about $50, $60, $70 million gang. So $4 million is interesting. Comm. Duenas asks, but when we get there and it gets worse and it will get worse then what? Comm. Sanchez replies, we got to raise the LEAC. Just like when you drive into the gas station right now. You got two choices. Pay the higher price or don't or don't buy gas. That's the reality. GM Benavente adds, I just like to ask the commission a caution about the base rate, we have a lot of work to be done and including personnel that we're losing and we have to bring in and train, as we people are retiring we still have that issue on the base rate side. We have to look as to what the number is I don't think it's very much because everything we've had or could have given so far has been done by John…very little is left…I can agree that really it's a LEAC issue we've been always doing that and we've fronted as much as $47 million from the base rate and then recovered it for this rainy day. Unfortunately, this is a more than a rainy day, it's a thunderstorm and a half. Chairman Santos states, John B., we're moving this to 3:00 on Friday. We are now in recess for five minutes.

5. GWA

5.1 GWA Resolution No. 41-FY2026 – Relative to Approval of Increase of Funding for the Guam Waterworks Authority GAC Treatment of Wells A-23 and A-25 Construction Project – General Manager Bordallo states, I'll ask the CFO to present the first resolution. Chief Financial Officer

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Taling Taitano states, good evening, commissioners. Resolution 47-FY2026 is the first of two financial policies we'll be asking the CCU to approve tonight. This resolution sets a threshold for materiality which will help GWA to decide when an error or admission or omission is significant enough to matter in the GWA financial statements. We don't currently have an official policy. What we've been using as a proxy is the materiality threshold set up by the external auditors. So this policy will provide a procedure to set that up. Exhibit A is the policy itself and it recommends three levels. An overall materiality which would be 75% to 1.5% of total operating revenue. A transactional level or performance materiality which is 75% of the overall materiality threshold and a de minimis threshold which is 5% of the overall. With regard to the transactional level what we would do is we would create a log of these transactions and look at them to determine if there's any particular trends that might require further analysis. Or determine if cumulatively it will require an adjustment. There are some transactions no matter what the price is even if it falls below the de minimis threshold that would be flagged and looked at and that would include transactions related to bond covenants, federal grant compliance thresholds, litigation and legal claims or suspected fraud or illegal acts. Once if the CCU approves the policy, I will submit SOPs to the SOP committee to develop the procedures around this threshold. Happy to answer any questions. Comm Sanchez states, Mr. Chair, I move to approve Resolution 4- FY2026. Comm. Martinez second. Any other questions, colleagues? Okay. Call for the vote on GWA resolution 47-FY2026.

With no further discussion on GWA Resolution 41-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.2 GWA Resolution No. 47- FY2026 – Relative to Adoption of the Guam Waterworks Authority Financial Statement Materiality Policy (GWA-FIN-002) – Tabled.

5.3 GWA Resolution No. 48-FY2026 – Relative to Approving the Guam Waterworks Authority Fiscal Year 2027 Operations and Maintenance Budget – CFO Taitano states, Resolution 48- FY2026 is a resolution to adopt the FY27 Operations and Maintenance Budget. As you might recall, back in March as part of the True Up package the CCU approved the O&M budget. However, since then, we've had discussions and negotiations with the PUC and reduced our requested rate increase from 7.75% to 6.25%. Requiring us to resubmit the budget for the CCU's approval. The rate increases results in a reduction in projected revenues of about $1.8 million to $158.13 million nets of bad debt expense. Operating expenses was also decreased by $1.4 million totaling $95.69 million which includes power at $19.99 million. Likely, we'll need to adjust that. Water purchases at $7.82 million. Salaries and benefits at $38.44 million. Administrative and general expenses at $15.62 million, contractual expenses at $8.98 million, and retiree costs at $4.84 million. Depreciation isn't included in the schedule attached as it is a non-cash transaction but do take a look at Schedule A, that includes a comparison of FY2025, FY2026, and our requested FY2027 budget. We're projecting that debt service ratio will come in at $1.3. A couple of other things we are asking in this resolution. One is a 10% transfer authority. We'd also like the authority to transfer funds if needed from the rate stabilization fund if our debt service coverage goes below $1.3. If we are able to realize a debt service coverage above $1.45, we would ask that any excess revenues get moved into the rate stabilization fund. And this year, we're also asking for authority to move funds, from our FY26 budget and into the rate stabilization fund if our debt service coverage exceeds $1.4. And we're currently estimating that we'll likely move about $5 million into the rate stabilization fund. So, we are tracking the increase in power and I and I think we've

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included that in the projections for the end of the year. And, I have Jason Baza, here with me today. He's our chief budget officer and we're happy to answer any questions you might have related to the budget. Comm. Martinez states, I would like to thank Taling and her team. When they did the preliminary presentation it was well presented. And, can you tell me the savings that we did for the rate payers? Chief Budget Officer, Jason Baza, states, decrease in expenses of about $2.5 million and an increase of interest income based on the rates that we've been receiving on the interest from those funds of about $1.5. So, total benefits to the ratepayers about four million. Chairman Santos asks, Taling, Chris, and Miguel. The proposed salary adjustments are embedded in this budget. Correct? CFO Taitano states, yes, sir. Comm. Martinez states, I move that Resolution 48-FY2026 relative to approving the Guam Waterworks Authority fiscal year 2027 operation and maintenance budget; Comm. Duenas second.

With no further discussion on GWA Resolution 48-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.4 GWA Resolution No. 49-FY2026 – Relative to Celebrating Water Professionals Appreciation Week, October 3-11, 2026, and Recognizing the Dedication and Service of the Guam Waterworks Authority's Water and Wastewater Professionals – CFO Taling Taitano states, resolution 49-FY2026 is a resolution relative to celebrating Water Professionals Appreciation Week and recognizing the dedication and service of the Guam Waterworks Authorities' Water and Wastewater Professionals. Water Professionals Appreciation Week is observed nationally beginning the first Saturday of October. So, this year it's October 3rd to the 11th. And we would like to commend GWA's water and wastewater employees, including treatment plant operators, engineers, field crews, laboratory techs, customer service staff, and administrative personnel for their continuous essential service to the people of Guam. And I also believe that this is a fitting tribute in line with our 30th anniversary. Happy to answer any questions related to this. Comm. Sanchez, Mr. Chairman, I move to approve GWA Resolution 49-FY2026 celebrating 30 years of improvements and excellence at GWA; Comm. Martinez second.

With no further discussion on GWA Resolution 49-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.5 GWA Resolution No. 50-FY2026 – Relative to Adoption of the Guam Waterworks Authority Cash Reserve Policy (FIN-003) – CFO Taling Taitano states, resolution 50-FY-2022 is the second financial policy that we'd like the CCU to approve and it's to set up a cash reserve policy. It formally adopts our aboard level cash reserve policy and documents our existing practice aligning it with our bond indenture and account structure. One of the things that the resolution asks for me to do is to provide a target for the cash on hand to support our and protect our credit ratings. So again this is a best practice. The policy is attached and if approved I will be submitting an SOP to the SOP committee to develop specific procedures for to carry out this policy. Happy to answer any questions. Comm. Martinez states, Resolution 50-FY2026 relative to the adoption of the Guam Waterworks cash reserve policy; Comm. Sanchez second.

With no further discussion on GWA Resolution 50-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

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5.6 GWA Resolution No. 51-FY2026 – Relative to Approval of Construction Contract for Gravity Main Acute Defects Project – GM Miguel Bordallo states, Mr. Chair, I will ask AGM-Engineering, Brett Railey to present the next resolution. AGME Railey states, good evening, commissioners. Resolution 51-FY2026 relative to approval of the construction contract for the gravity main acute defects project. This project will repair, rehabilitate or replace gravity sewer collection lines and having acute defects. This is needed to meet the requirements under the partial consent decree. Under the PCD, we have 24 months to complete the repairs that we are contracting out to be addressed. These acute defects on this project are in various locations of Yigo and Dedo. We had two bidders pick up packages, but we received a bid from one of them. We'd like to award the contract, including a 5% contingency for a contract value of $5,750,896 and change. These repairs are expected to be completed by March of 2027. And the bid price that we received was under the government estimate cost. Comm. Sanchez, I move to approve Resolution 51 FY2026; Comm. Martinez second.

With no further discussion on GWA Resolution 51-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.7 GWA Resolution No. 52-FY2026 – Relative to Approval of Construction Contract for Hagatna Wastewater Treatment Plant Rehabilitation – AGM Railey states, next up, we have Resolution 52-FY2026 relative to approval of the construction contract for the Agana Wastewater Treatment Plant Rehabilitation Project. The purpose of this project is to demolish and remove existing equipment and purchase, replace and install new equipment in its place. The project includes startup and of the replaced equipment and various coding works at the plant. The focus is on replacing deteriorated equipment in the headworks, the flocculation basin, clarifiers, the effluent pumps, transfer systems, digesters, chemical feed systems, and some work in the operations and storage building. This project is necessary and urgent in order to maintain compliance with the 2011 court order and to provide reliable wastewater treatment for the protection of marine water resources and adequately service our customer base. The project is located at the Agana Wastewater Treatment Plant. We are seeking approval to award this contract to ANR Pacific Garney Federal Joint Venture. There were two bidders that submitted on this on this invitation for bid. We would like to award a 5% contingency for a total contract value of $22,282,898.40. The contractor will have 500 days to complete this work which will be funded using bond funds. Both bids that we received were significantly higher than the engineering estimate for this project. But, they were reviewed and we agree that this is the best path forward to reward the lowest responsive responsible bidder that we received. Comm. Sanchez states, Mr. Chair, I move to approve Resolution 52-FY2026 relative to approval of the construction contract for the wastewater treatment plant rehab project GWA project number 22004; Comm. Martinez second.

With no further discussion on GWA Resolution 52-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.8 GWA Resolution No. 53-FY2026 – Relative to Approval of Increase Funding for the ID/IQ Asbestos Cement Pipe Waterline Replacement Design and CM Contract – AGM Railey states, the final engineering resolution for tonight is Resolution 53- FY2026 relative to approval of increase funding for the IDIQ asbestos cement pipe waterline replacement design and CM contract. Due to the age and condition of GWA's water system, replacing water lines is necessary and urgent to address our water loss, water quality issues and improve water delivery to customers. The master

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plan identified a list of potential ACP waterline replacement projects and those projects were included in the scope that was put out for RFP for this designer. Previously, we awarded task order number one in the amount of approximately $1.5 million dollars and that was using US EPA grant funding. And so now we're asking at the time the board also approved the total contract value of $5.427 million but only the funding and award of task order one at the time. So now we are asking for approval to award task order two in the amount of $1.832 million and approval to award future task orders up to the approved contract value of $5.427 million. Task order two will address ACP line issues in the villages of Inalahan, Merizo, Santa Rita, Agat and Malojloj. We expect the design to be completed for task order 2 in the third quarter of 2027. And we plan on funding this work using a combination of US EPA grants and then bond funding SDC and internally funded CIP as required. Comm. Duenas motion to approve Resolution 53-FY2026 relative to approve of funds for the IDIQ; Comm. Sanchez second.

With no further discussion on GWA Resolution 53-FY2026, Chairman Santos calls for the vote and motions passes with four Ayes. [Aye = 4, Nay = 0, Absent = 1]

5.9 GWA Resolution No. 54-FY2026 / GPA Resolution No. FY2026-26 – Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU) – Tabled.

6. EXECUTIVE SESSION

Chairman Santos states, I can get a motion to go into executive session? Comm. Martinez states, Mr. Chair, so moved; Comm. Sanchez second. Chairman Santos states, all right. Five-minute recess, please. Executive session at 7:05 pm.

7. ADJOURNMENT

Comm. Sanchez states, Mr. Chairman, I move to recess this meeting till Friday, September 18 at 3:00; Comm. Martinez second. Chairman Santos reconfirms, this meeting is recessed at 3:00 Friday, September 18th. Meeting is recessed at 8:40 PM.

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REGULAR BOARD MEETING
CCU Board Room, Gloria B. Nelson Public Service Building
3:00 PM, Friday, September 18, 2026
(Recessed from September 15, 2026)

MINUTES

1. **CALL TO ORDER**

Chairman Santos states, colleagues, this is the recess meeting of September 15th. Today's date is September 18th and I have 3:02 PM is scheduled time. To establish a quorum I acknowledge that Commissioner Martinez, Commissioner Duenas, Commissioner Sanchez, Commissioner Santos are here. Commissioner Limtiaco is excused.

Commissioners:

Francis E. Santos	Chairman
Pedro Roy Martinez	Vice Chairman
Melvin F. Duenas	Secretary
Simon Sanchez	Commissioner
Michael T. Limtiaco	Commissioner – Absent/Excused

Executive Mgmt.:

Jennifer Sablan	GM/GPA (Acting)
John Kim	CFO/GPA
Theresa Rojas	Legal Counsel/Interim GPA

Management & Staff:

James Borja	USA/GPA	Reginald Diaz	MA/GPA
Vlad Navasca	IT/GPA	Peter Pangelinan	IT/GPA
Lourissa Gilman	UBS		

2. **GPA**

2.1. GPA Resolution No. FY2026-24 – To Authorize the Management of the Guam Power Authority to Petition the Guam Public Utilities Commission to Adjust the Levelized Energy Adjustment Clause (LEAC) for the Period of October 1, 2026 through January 31, 2027 – Chairman Santos states, the discussion at this point was the proposed LEAC adjustment which of course we all know was made last night. Thank you very much to the PUC. John Kim again thank you very much for presenting and to the team that was present there that night. We now move forward. I sent an email earlier to John Kim asking him to provide us cash flow statements the projected payments that we're going to make for our next fuel payments for September and October and just sample bills that we'll be looking at. We basically have 12 days…if it's effective 10/1, when does the first set of bills go out? CFO Kim states, the first week of October it will be for residential customers. Comm. Duenas asks, Mr. Chair, I'm sorry. I missed that meeting last night. Can you clarify what happened. Chairman Santos replies, so, the meeting last night, Commissioner Duenas, was at the PUC. They approved LEAC increased to $0.28, which was their request and it was the full request that was proffered by the ALJ, Mr. Fred Horecky, and the PUC passed that

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unanimously last night. Comm. Sanchez states, and in our board books, when you get a chance to read and look at it, the average impact on the average customer using a thousand kilowatts is $88 a month increase...for 1,000 kilowatts. So that's what the PUC approved on their own last night, which they have the power to because we didn't we didn't submit anything formally, but the PUC asked GPA for data. That data was shared with us, Tuesday in our board books. The PUC went ahead and approved it. The PUC, it rarely happens, but they have it's done it...the PUC has been around 38 years, whatever. Very rarely, but they are allowed legally and occasionally. The PUC can act without a resolution from GPA or GWA to raise a rate. They felt with the oil crisis that they felt they had to an act. We provided them information. We could have acted on it, but before we got a chance to digest it and we were waiting for the line of credit kind of info, PUC felt on its own that they would act. And so last night, as the chairman described, they approved an increase in the LEAC to $0.28 cents from $0.19. And that will for the average customer, that's going to be about an $88 a month increase. The average customer uses 1,000 kilowatts. So, if you use 1500, it's about $130. If you use 2,000, it's like $176. But that's what they approved last night, that level of increase. And that's in our board books on from Tuesday if you wanted to review the details. Comm. Duenas states, thank you for the clarification. Chairman Santos states, I'd like one more just add one more information you can provide. So, now that we have the LEAC increase, I think commission, I'm sorry, Doris Brooks, indicated that she wanted you to provide information on the cash flow for both the base rate and the basically the LEAC just to show because it's obviously two different amounts, but the base rate is what we used to pay our mortgage and all the other stuff. So why don't you break that out for us that way we can also see that and of course you have to provide the information to her because she had requested for us to provide that to her. She just wanted to see because she had said hey you know we increased your base rate starting in January. CFO Kim states, for that one when we did the base rate increase we get in a projected financial statement. That shows how much increment we're getting from the base rate. So we have that information. We could provide that to the PUC. Chairman Santos states, going back to what Commissioner Sanchez is saying when available please share the information on the letter credits. That GEDA is supposedly ready to disclose to us so we can be start our discussion between you know the CCU members and please also indicate to us what we need to do from the CCU site to effectuate all these. So the bids have not been open yet.

No action was taken by the CCU for GPA Resolution FY2026-24.

2.3 GPA Resolution No. FY2026-26 / GWA Resolution No. 54-FY2026 – Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities (CCU) - Chairman Santos states, colleagues, resolution FY2026-26. If you don't mind, counsel, just explain what we're trying to do here. Interim Legal Counsel, Theresa Rojas states, this is the virtual attendance voting. Statute 5GCA chapter 43 which governs boards and commissions. There is a provision which permits members of government boards to participate in board meetings via teleconference. It also allows board participants who participate via teleconference to be counted towards a quorum. So if you're appearing virtually remotely, via our virtual links, which we use Goto Meeting platform, or a Zoom link or whichever, that provision of the law permits boards and commissions to be counted or permits members who are appearing via teleconference or remotely to be counted as part of the quorum. And so that provision of the law also permits boards and commissions to establish rules on you know virtual attendance. And then our CCU Standing Rules also have a provision which

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permit virtual attendance or remote attendance via teleconference and electronic voting. So we've been doing this right pursuant to what's already authorized by law. So the purpose of the resolution is simply to establish the rules and the guidelines for the CCU. One to officially and confirm that the CCU authorizes and sanctions their voters to appear virtually or teleconference and then to allow the members not only to participate remotely and to be counted as part of the quorum but to allow the members to actually vote. So the portions of the resolution which we're going to include are you know very clear guidelines like you know the member has to be recognized. The meeting has to be a meeting of course that duly noticed under the open government law. The member has to be clearly identified. Their vote has to be clearly recorded and distinguished. So things like that just to set parameters. I'm putting together that resolution and then I'll hold it off until of course October and then if we have a work session and a regular meeting, the board will be able to vet the resolution during the work session. We'll have the board vote on it during its regular meeting. We're consistent with our standing rules u which permit our members to do exactly what we've been doing but we're just going to kind of crystallize I think the guidelines and that's what the purpose of the resolution will be for. We'll have to wait for October to finalize.

No action was taken by the CCU for GPA Resolution FY2026-26.

3. ADJOURNMENT

Chairman Santos states, just to update us, October work sessions are the 20th, the 22nd, and the regular meeting on the 27th. Those are the plan dates for all our next meetings. And we may be called in sooner if needed. Subject to our five days. Comm. Martinez states, Mr. Chairman, motion to adjourn the meeting; Comm. Sanchez second. Chairman Santos replies, thank you very much, colleagues. We'll see you at the next set of meetings. Meeting adjourned 3:21 PM

//s/
Lourissa L. Gilman

Attested

FRANCIS E. SANTOS, Chairman

MELVIN F. DUENAS, Secretary

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Presentation To:

Consolidated Commission on Utilities

CCU Regular Board Meeting
October 27, 2026

1

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GUAM CCU

GUAM WATERWORKS AUTHORITY

Management Report
CCU Regular Board Meeting
October 27, 2026



2

GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (September 2026)

Monthly Production Summary - SEPTEMBER 2026			
Deepwells	**Amount**		**35.76 MGD**
Active Wells	99	out of 120	
Average days in operation	30	Days	
Total Production	1,108,587	Kgals	
Springs			**0.43 MGD**
Average Days in Operation	30	Days	
Total Production	13,370	Kgals	
Ugum Surface Water Plant			**2 MGD**
Average Days in Operation	31	Days	
Total Production	47,755	Kgals	
Tumon Maui Well			**0.81 MGD**
Average Days in Operation	31	Days	
Total Production	25,106	Kgals	
	1,194,819	**Kgals**	**39 MGD**

Deepwell Status as of 09/30/2026		
Status Types	**Count**	**Remarks**
Active	99	
Grounded motor, Secured for Corrective Maintenance	8	A26,M01,M05,D01,D03B,D08,Y03, Y09, D11, and A29.
Out of commission	8	A02,A07,A28,D05,D13,M14,MJ01,MJ05
Secured - PFOs/Emerging Contaminants and Dieldrin	4	A23,A25, D-17B and M-4
Stand by	1	M03
Total	**120**	



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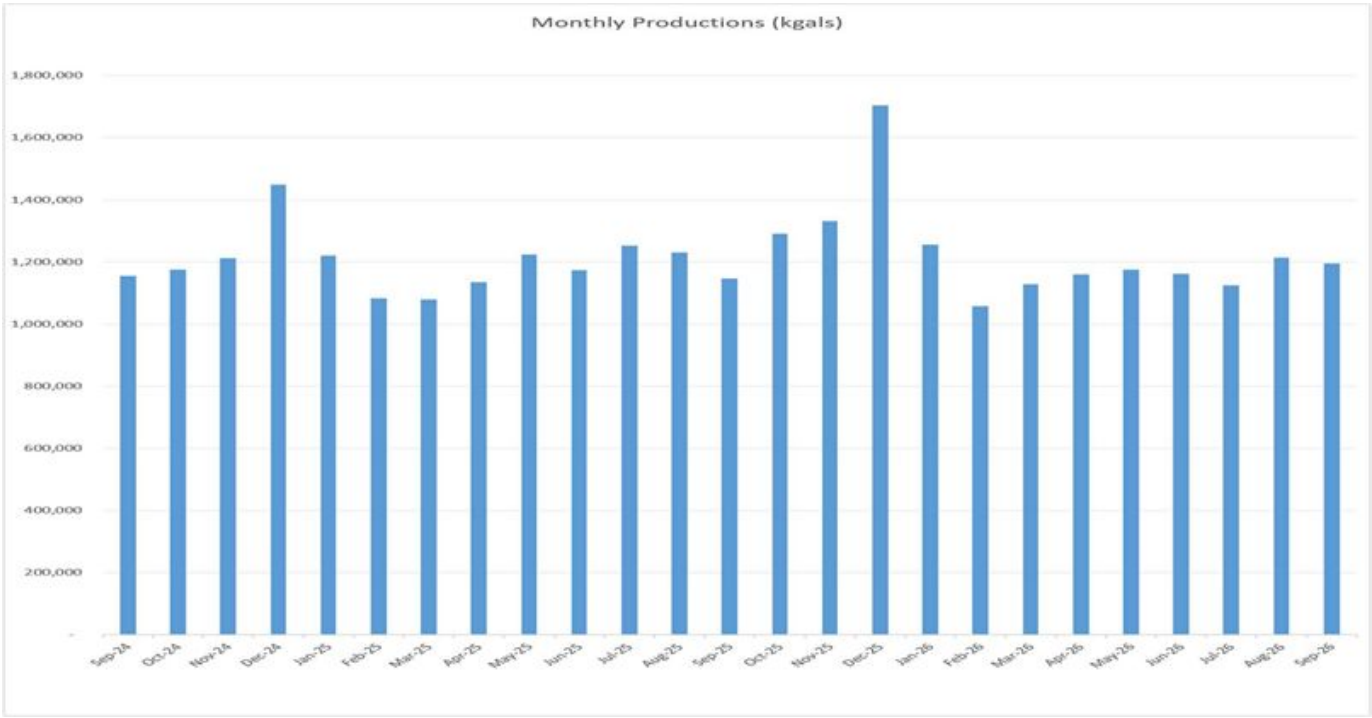
GUAM WATERWORKS AUTHORITY

Operations Update

Water Production (September 2026)





GUAM WATERWORKS AUTHORITY

Tumon Maui Well Production (September 2026)



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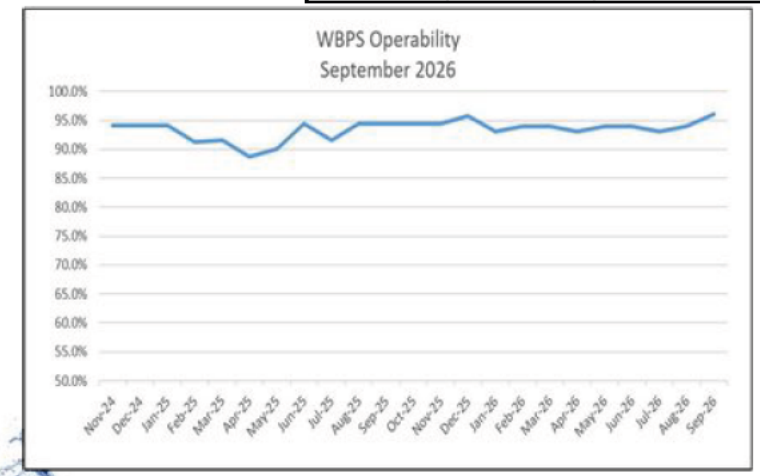
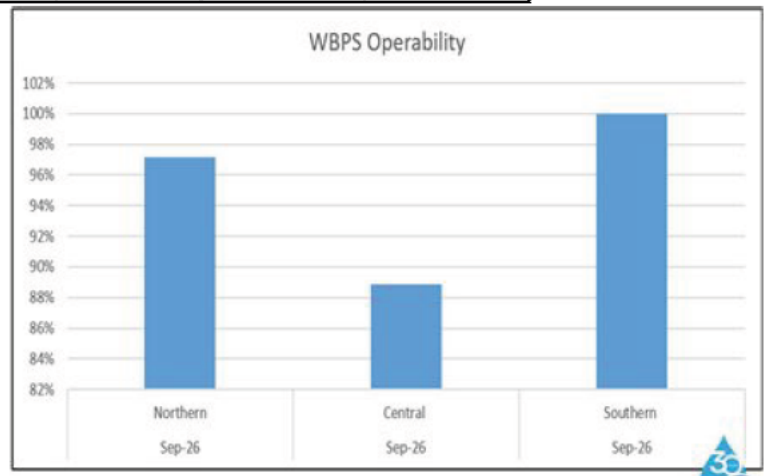
GUAM WATERWORKS AUTHORITY

Water Distribution (September 2026)

Monthly Distribution Summary - September 2026					
Water Booster Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	15	35	34	97%
	Central	8	18	16	89%
	Southern	8	19	19	100.0%
		31	72	69	96%





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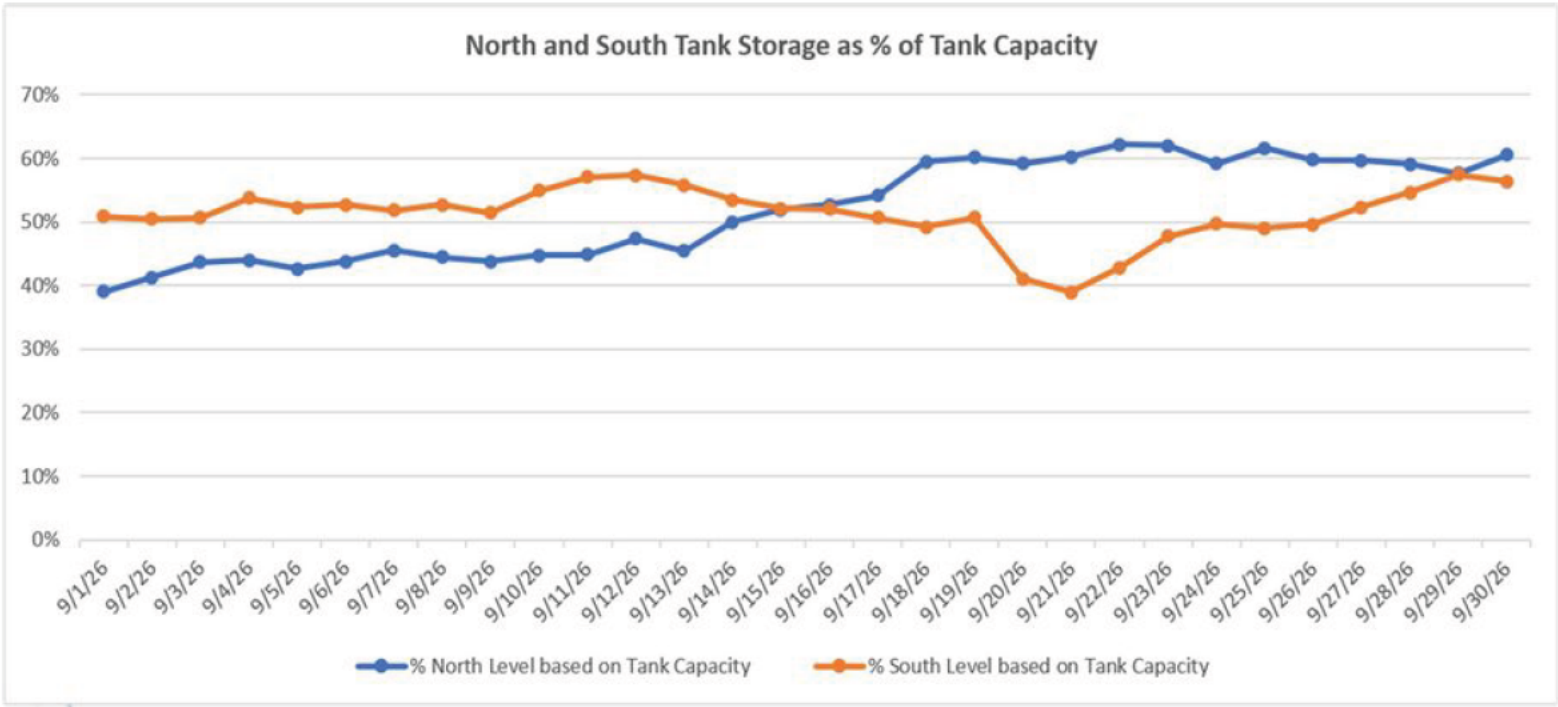
GUAM WATERWORKS AUTHORITY

Water Distribution – Tank Levels (September 2026)





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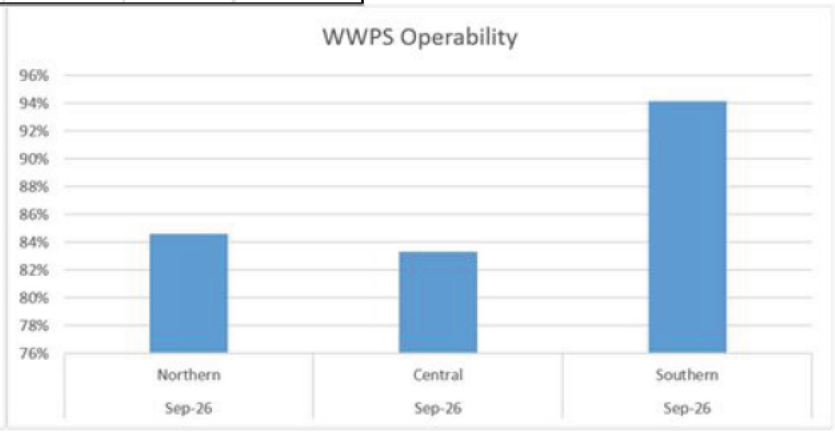
GUAM WATERWORKS AUTHORITY

Wastewater Collections (September 2026)

Monthly Collections Summary - September 2026					
Wastewater Pump Stations					
	District	No. of Stations	Total Pumps	Pumps Operating	% Operational
	Northern	22	52	44	85%
	Central	30	66	55	83%
	Southern	32	68	64	94%
		84	186	163	87.6%





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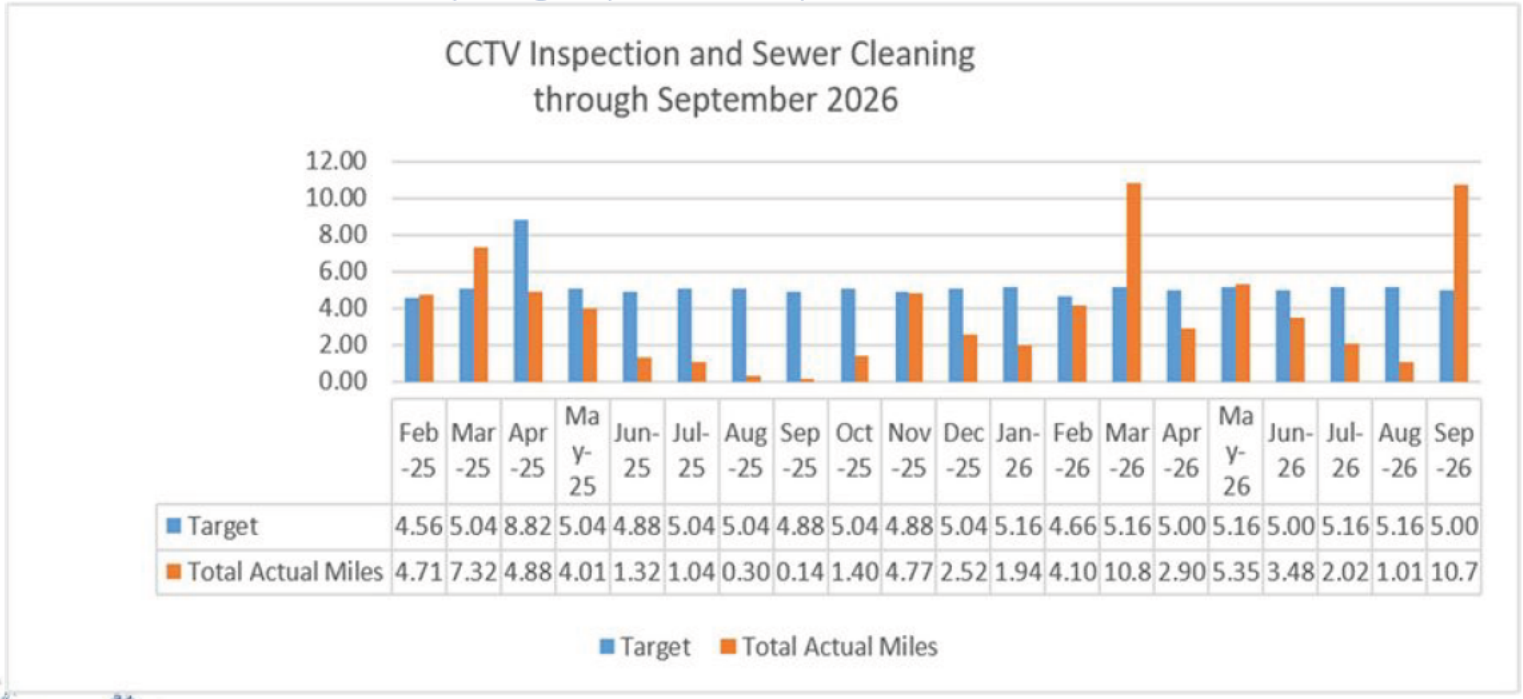
GUAM WATERWORKS AUTHORITY

Wastewater Collections – CCTV (through September 2026)

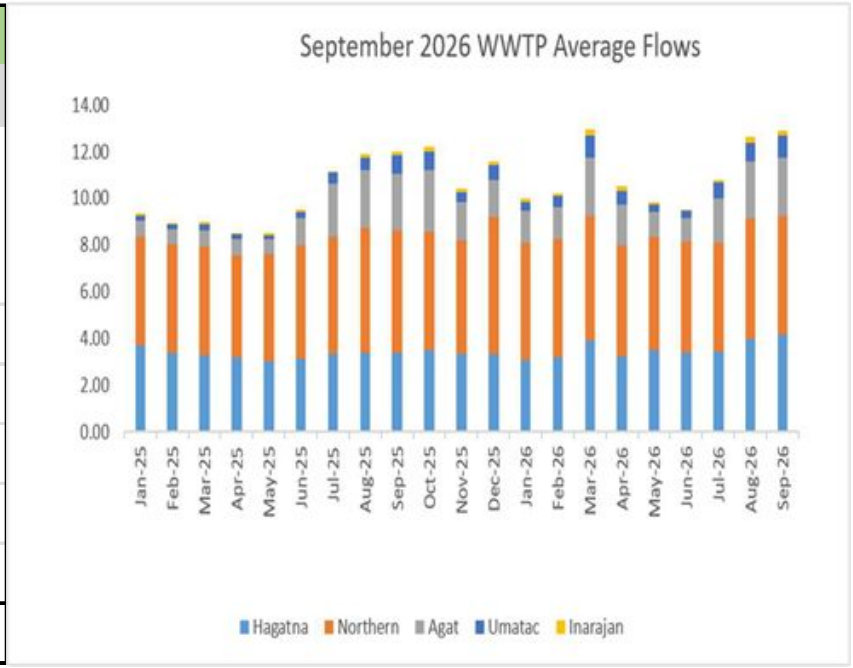


	Feb -25	Mar -25	Apr -25	May-25	Jun-25	Jul-25	Aug -25	Sep -25	Oct -25	Nov -25	Dec -25	Jan-26	Feb -26	Mar -26	Apr -26	May-26	Jun-26	Jul-26	Aug -26	Sep -26
Target	4.56	5.04	8.82	5.04	4.88	5.04	5.04	4.88	5.04	4.88	5.04	5.16	4.66	5.16	5.00	5.16	5.00	5.16	5.16	5.00
Total Actual Miles	4.71	7.32	4.88	4.01	1.32	1.04	0.30	0.14	1.40	4.77	2.52	1.94	4.10	10.8	2.90	5.35	3.48	2.02	1.01	10.7

GUAM WATERWORKS AUTHORITY

Wastewater Treatment (September 2026)

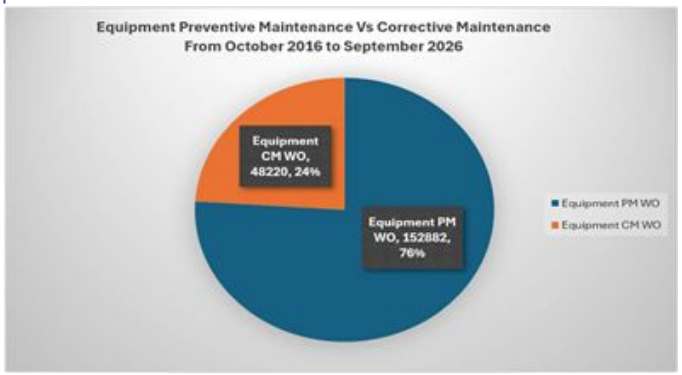
Monthly Wastewater Treatment Summary - September 2026			
WW Treatment Plants - Flows			
Facility	Avg. Daily Flows (MGD)	Sludge (lbs)	Sludge Disp. ($)
Hagatna	4.20	251,360	$ 22,622
Northern	5.04	818,320	$ 73,649
Agat	2.49	48,380	$ 4,354
Umatac	0.96		
Inarajan	0.21		
	12.90	1,118,060	$ 100,625



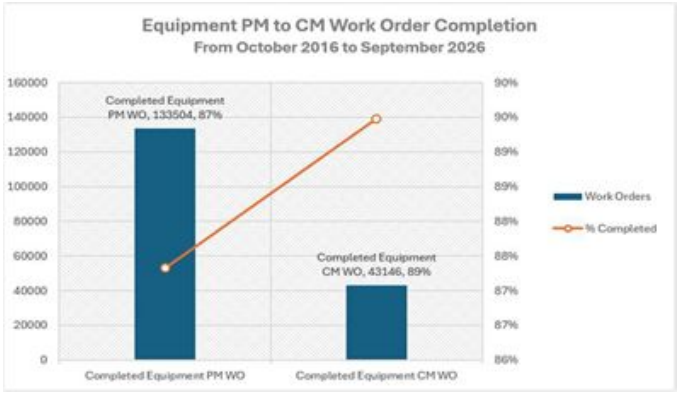
GUAM WATERWORKS AUTHORITY

Asset Management (through September 2026)

I. Equipment Preventive Maintenance to Corrective Maintenance ***Ratio***



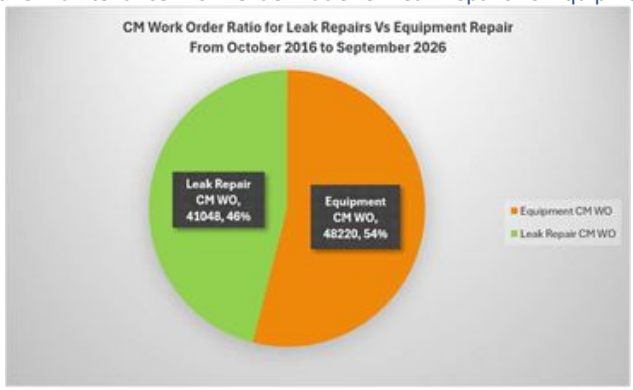
II. Equipment Preventive Maintenance to Corrective Maintenance ***Work Order Completion***



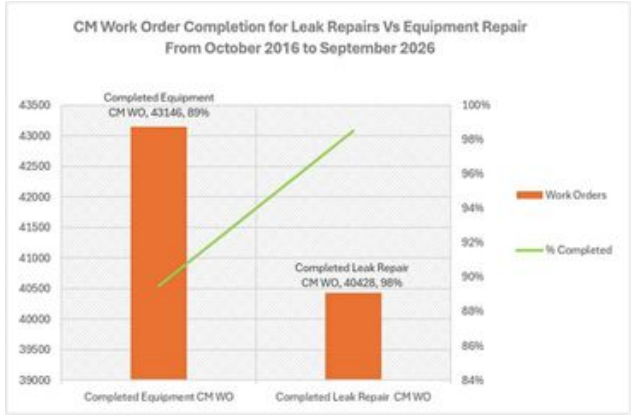
GUAM WATERWORKS AUTHORITY

Asset Management (through September 2026)

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 September 2026)

- Property Transfers / Rights of Entry/Easements
  - Schoeffel Heights Easement and Monitoring Well BPM-1, Mangilao
    - For the meter installation, NavFac's response is due for signature, as well as on the BPM-1 monitoring well.
    - Once get approval for meter installation, GWA can properly do the assessment of the existing infrastructure on private property.
  - GWA Pressure Zone Realignment Request for Easement
  - Potential New Hospital Utility Easement
    - The approved maps are being circulated for signature. The map that Navfac needs to approve was mailed to Hawaii. NavFac is currently drafting the easement document.
  - See above (under Schoeffel Heights Easement).
  - Andersen Water Line – AG-1 to Route 9
  - GWA is still reviewing the cost analysis that DCA provided.

- Interagency Billing & Contracts/Agreements
  - DOW stated there was a meeting with Contracts to resolve some of the articles. DOW will be contacting GWA regarding some articles that need to be ironed out.



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GUAM WATERWORKS AUTHORITY

One Guam Update (through September 2026)

- Other
  - Engineering – PFAS Treatment (for Naval Hospital PFAS treatment project)
    - The construction permits, excavations and GEPA permitting are in progress. The projected construction completion date is November 2027.
    - PFAS treatment will be a combination of SAFF and GAC systems for filtration. For the GAC, still don't know how to dispose or regenerate the media at the cheapest way possible.
    - GWA/DOW working together in the disposal of GAC and addressing PFAS
  - Y-15
    - At GHS Workshop, GEPA's Capt. Elizabeth DeGrange stated the RFP was approved for the dieldrin study on Y-15, particularly on perimeter of DOW only. There are 2 other federal agencies that are also involved in the dieldrin study. USEPA is coming out at the end of the month to do a launching of the preliminary dieldrin study. Meeting is on October 23 and GEPA is setting it up; USEPA, AAFB, DOW and GEPA to attend, and will see if GWA is to attend.
  - One-Guam MOU
    - Finalizing the 2016 One Guam MOU. The OGWRIP MOA and TMW license which also need to be updated. The water to water exchange is part of the expired USC, which is currently under review; if approved, that should supersede the TMW agreement.
    - DOW will need to check with Real Estate if the licenses for AG-1, Tanguisson and Taragues lines need to be issued by AAFB.



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GUAM WATERWORKS AUTHORITY

One Guam Update (through September 2026)

- As a requirement of the OGWRIP MOU, USGS and WERI did presentations to GWA, DOW and GEPA at a Technical Experts (TE) meeting on August 14, 2026. The topics discussed included navigating USGS website to get data, WERI data tools, and the update on PFAS and Dieldrin regulations. The next TE meeting will be November 16, 2026.

- TMW SCADA
  - Still waiting on approval from AAFB on changing the SCADA components.
- Tanguisson Water Line
  - GWA already laid the temporary water line (buried about a foot deep) from H-1 to where the tie-in is going to be at the existing Navy master meter for Two Lovers' Point. This is to address the main water line that feeds from the Harmon Booster Pump Station to GPA Tanguisson so the line can be isolated. Next step is to continue with the electrical to install the booster pump.



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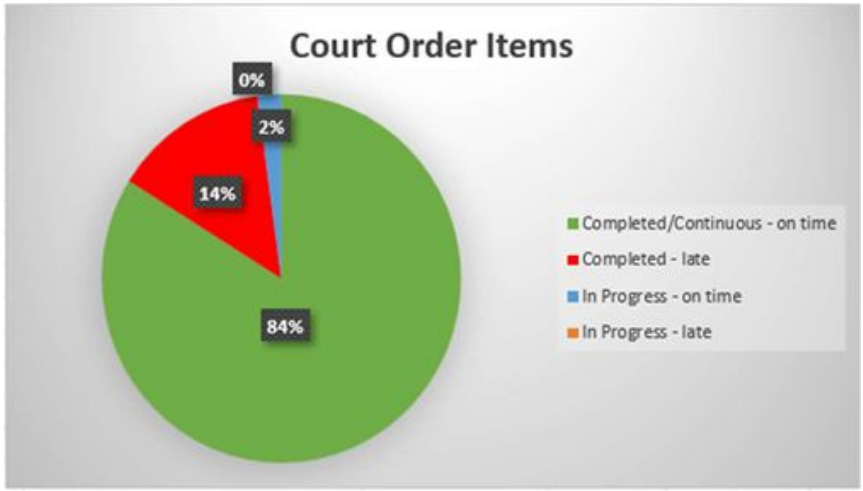
GUAM WATERWORKS AUTHORITY

Court Order Summary (through September 2026)



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%		

Doc. No. 38GL-26-3188.*

GUAM WATERWORKS AUTHORITY

Overflows or Bypass events called in to USEPA:

SSO#	Spill Date	Location	Root Cause
• SSO# 1642969	09/26	Yigo Pump Station , Chalan Nanalao, Yigo	Pump Station Failure due to heavy rain

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GUAM WATERWORKS AUTHORITY

Land Acquisition Summary (through September 2026)

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. • 9/23/2026 GWA Legal Counsel submitted a follow-up inquiry to Attorney Miller regarding the land registration status of Lot 10164. • 9/23/2026 Attorney Miller responded that they do not have any active land registration matters. He indicated that he would contact the client to determine the appropriate direction and provide further guidance.
	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.
	Chaot – T198 L70, Asan	Private	PFAS & Emergent Contaminant Project: • 7/30/2026 GWA Letter of Interest for property acquisition sent out to property owner/real estate agent • 09/11/2026 I spoke with the agent, and she will provide written authorization via email for the appraisal report request for GWA. • 09/24/2026 Follow up call made. The agent indicated that she would contact me tomorrow to discuss and address inquiries from the property owner • 09/28/2026 Agent advised Marianas Ventures is in the process of getting its property appraised. As soon as this is completed, Marianas Ventures will list the property for sale and get back to GWA.
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	• 11/24/2025 GWA letter of interest sent and received by property owner (Anna Kao) • 12/10/2025 GWA offer letter sent and received by property owner (Anna Kao) • 01/26/2026 Offer rejection letter from Anna Kao received • 03/17/2026 Received letter from Anna Kao requesting more time (couple months) to decide whether to sell properties. • 04/21/2026 Received counter-offer letter from Anna Kao • 04/27/2026 GWA response letter to counter-offer request for additional time • 06/08/2026 GWA request for additional supporting documentation regarding the purchase of the property from the property owner. • 7/01/2026 Property owner submits requested documentation • 7/30/2026 GWA counteroffer with new offer to property owner • 08/14/2026 GWA Letter of acceptance of counter-counter offer acknowledged and received by property owner • 09/03/2026 The Land Purchase and Sale Agreement has been finalized, and escrow has been opened with the Title and Escrow Company.
Gill Breeze Subdivision Water and Wastewater Infrastructure Project	T941 B1 L1, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM
	Lot 7048-6, Tract 238, Gayinero, Yigo (Pump Station)	Private	• 09/14/2026 GWA offer letter sent for review and approval to GM
	L7093-1-R1, Yigo (waterline easement)	Private	• 09/14/2026 GWA offer letter for a 20-foot utility easement sent for review and approval to GM
	T94002 B4 L5, Yigo (Pump station)	Private	• Pending appraisal report from DCA

Doc. No. 38GL-26-3188.*

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GUAM WATERWORKS AUTHORITY

Land Acquisition Summary (through September 2026)

OTHER PROPERTY-RELATED MATTERS: PFAS & Emergent Contaminant Project			
	Kaiser Reservoir Site & Deep Wells; L10122-12-8 & L10122-12-19	CLTC/Lessee: GICC-Power Solutions	• 03/03/2026 GWA request for expansion sent to CLTC • 09/23/2026 GWA request for expansion of existing footprint sent to Power Solutions
	Astumbo Reservoir; L10164-R13, Dededo	CLTC	• 09/14/2026 GWA request for utility easement submitted to CLTC
	M-08 Deep Well; L5402-R5NEW-14-13-R1, Mangilao (Adacao)	GWA	• 07/29/2026 GHD requested for survey services from DCA for reversion to acreage for GWA's existing DW property • 09/16/2026 DCA has initiated the survey services.
	DW M-21; T1427 B3 L1, Tamuning	Airport	• 07/30/2026 GWA request for utility easement sent to Airport (executive director – Mr. Quinata) • 08/31/2026 Follow up sent to airport • 09/10/2026 Follow up call to Mr. Quinata, left message with airport secretary • 09/24/2026 Follow-up call made to the Airport. The secretary directed that the request be sent to **official@guamairport.net**
	DW A-15; L1021-1-1-2-1-R1, Barrigada	GPA	• Drafting GWA request for utility easement • Per the GM's direction, further research will be conducted on the adjacent properties surrounding the Barrigada Pump Station to evaluate the feasibility of acquiring a larger footprint for the proposed treatment facility location.
	T216 L27-10, Agana Heights	Private	• Drafting a letter of inquiry on project details and information regarding alternative access options for ingress and egress through GWA property • 09/30/2026 GHD provided and instructed to mail out Letter of property access inquiry to property owners
	T216 L27-11, Agana Heights	Private	• Drafting Letter of Interest (LOI) for land acquisition or easement request for private property owner • 09/30/2026 LOI sent to GHD for project information review and confirmation
	DW's M-05 & M-15; L10054-3	Private Property & Utility Right of Way	• Drafting Letter of Interest for land acquisition request for private property owners
	DW A-19; T103 L7A, OCP	GWA	• GHD is currently coordinating project design
	DW D-27; T10316 B1 L12-4, Dededo	GWA	• GHD to request survey services for GWA property • 9/23/2026 GHD to request survey services from DCA for retracement map
	DW M-17A; L5382N-6, Barrigada	GWA	• GHD is currently coordinating project design
	DW A-14; L2289-2-2, Mangilao	GWA	• DCA re-surveying property per right of way issues
	DW's Y-01 & Y-02; L7019-3-W, Yigo	GWA	• Research confirmed GWA property • GHD to request survey services for GWA property
	DW D-22; T1021 B2 L1-1, Dededo	GWA	• GHD is currently coordinating project design
	DW Y-3; Y-7; Y-9; L7003-1-7, Yigo	GWA	• GHD is currently coordinating project design
	DW F-07; T240 B1 L3, Dededo	GWA	• GHD is currently coordinating project design
	DW A-18; L2395-6, Mangilao	GWA	• GHD is currently coordinating project design
	DW F-18; L10090-1-7, Dededo	GWA	• GHD is currently coordinating project design
	DW's D-17 & D-18; T170 (Part) L1, Dededo	GWA	• GHD is currently coordinating project design
	DW-A-21; L2322-1-2, Mangilao	GWA	• GHD is currently coordinating project design
	DW A-17; L2417-1-7, Mangilao	GWA	• GHD to draft letter of request for utility easement for narrow portion to the north of the well site

GUAM WATERWORKS AUTHORITY

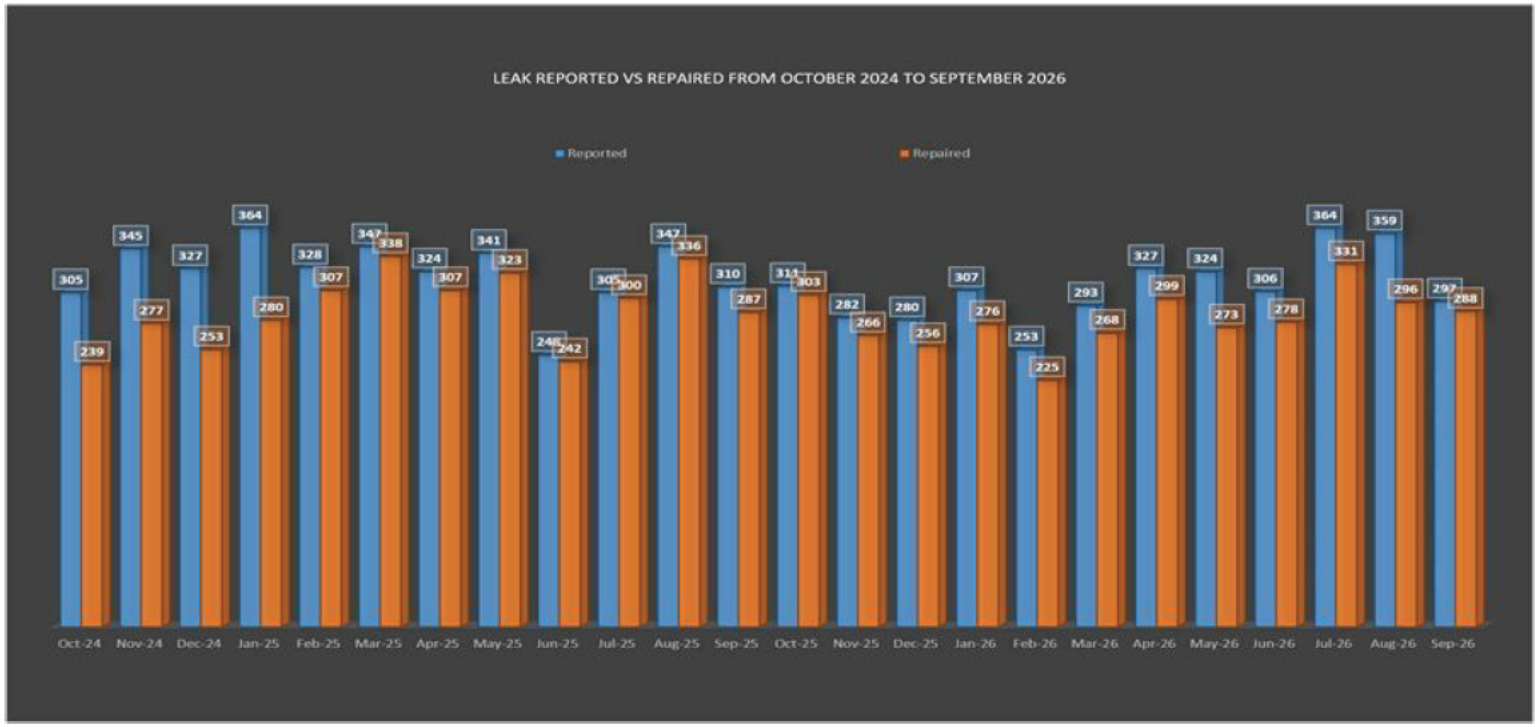
Land Acquisition Summary (through September 2026)

OTHER PROPERTY-RELATED MATTERS: **PFAS & Emergent Contaminant Project**			
	DW M-14; M-12, M-18 T100 Dededo	GWA	• GHD is currently coordinating project design • 9/23/2026 GHD to request survey services from DCA for parceling map



GUAM WATERWORKS AUTHORITY

Comparison of Leaks Reported vs. Leaks Repaired (through September 2026)



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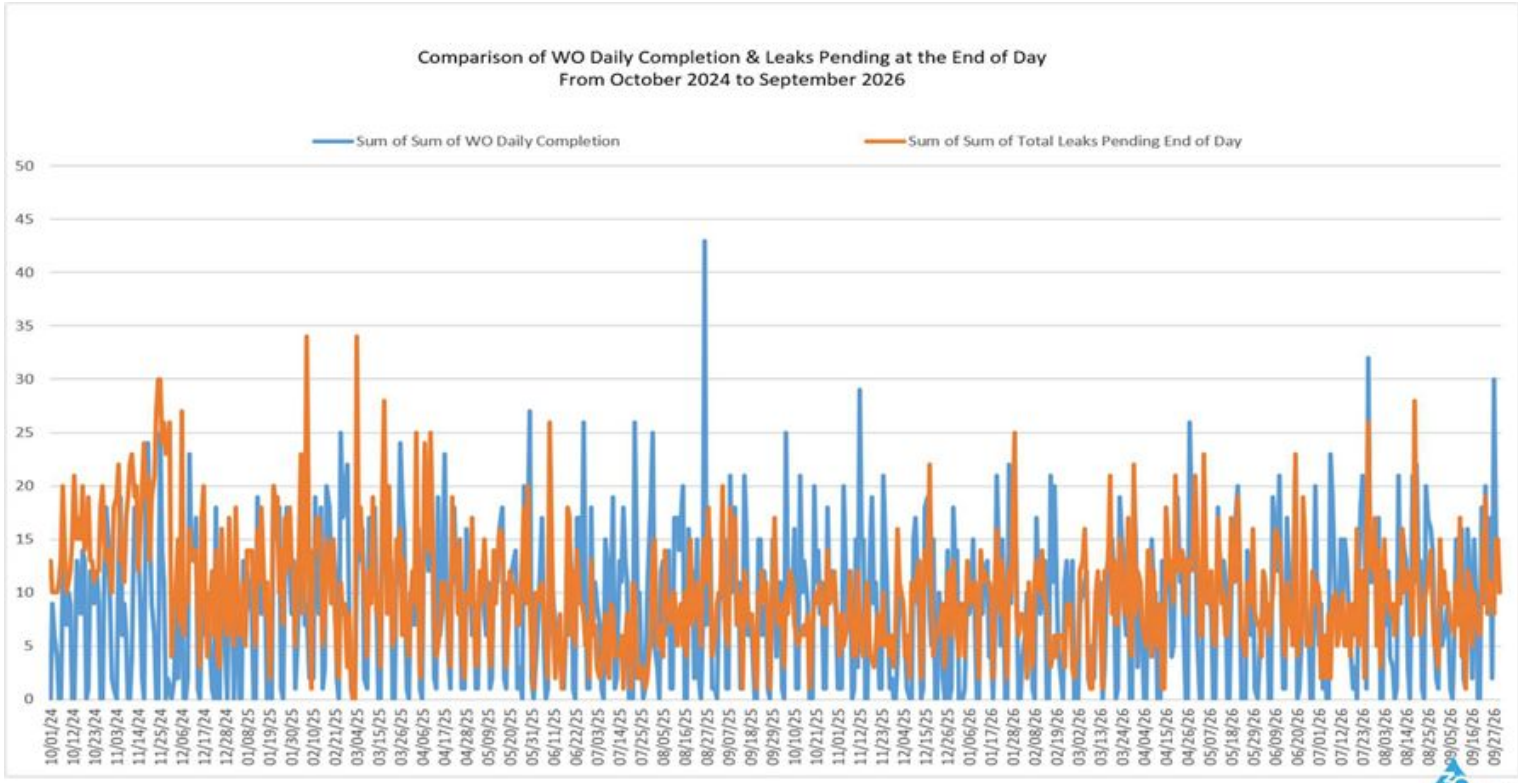
GUAM WATERWORKS AUTHORITY

Daily Leak Repairs (through September 2026)



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GWA Financial Overview

SEPTEMBER 2026

FY2026 Year-End (Unaudited) | Through September 30, 2026



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Executive Financial Snapshot – September 2026 (FY2026 Year-End)

Financial Performance

- Revenues $7.3M above budget (4.8%); expenses $6.8M below (5.9%) — earnings from operations $50.1M vs. $36.0M budgeted ($40.6M after $9.5M RSF transfer)
- Debt Service Coverage 1.66x, well above both covenant thresholds (1.25x Indenture / 1.32x PUC)
- Days Cash on Hand 450 days — more than three and a half times the 120-day target



Items to Watch & Risks

- 6.25% rate increase took effect Oct. 1; rate design goes to the PUC in December for CY2027 implementation
- Moody’s affirmed Baa2 (stable) and S&P affirmed A- (outlook to stable) Sept. 29; bond pricing Oct. 20; FY2026 audit underway
- Global geopolitical developments could weigh on tourism demand, fuel-linked costs, and capital market conditions for the planned bond sale

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Key Financial Indicators

Indicator	Target	Sep-26
DSC YTD (Per Indenture Section 6.12)	1.25x	1.66x / 1.47x* ▲
DSC YTD Inclusive of Reserves (PUC)	1.32x	1.66x / 1.47x* ▲
Days Cash on Hand	120 days	450 days ▲
Collection Ratio – Month to Date	99%	83% ▼
Collection Ratio – Year to Date	99%	93% ▼
Accounts Receivable Days	30 days	47 days ▼
Accounts Payable Days	45 days	32 days ▲

*▲ Above target ▼ Below target * After $9.5M Rate Stabilization Fund transfer*

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Revenue & Expense Performance – FY2026 through September

REVENUE HIGHLIGHTS

Rate Adjustment

October 2025 non-lifeline rate adjustment is the primary driver of year-over-year revenue growth across all service classes. The $9.5M year-end RSF transfer (as in FY2025), not yet posted, puts revenues $2.2M (1.5%) below budget.

Wastewater — Standout

$7.4M (14.5%) above budget for FY2026 — the largest favorable variance of any revenue line.

Federal Customer Mix

Federal revenues grew to 12.4% of total (from 9.2%), a $6.1M YOY increase driven by military buildup wastewater flows.

System Development Charges

$222K (19.0%) above budget, reflecting ongoing capital project activity.



EXPENSE HIGHLIGHTS

Power Purchases — Favorable

$16.4M vs. $17.6M budget — $1.2M (6.7%) below budget and $3.5M below prior year. Ukudu efficiency provides ongoing mitigation.

Salaries & Benefits

Net salaries $1.1M (3.3%) above budget — includes FY25 PFP and FY26 migration pay accruals, and less labor capitalized than budgeted.

Contractual Expenses

$6.1M total — $3.4M (35.7%) under budget, primarily in legal, other, and audit & computer maintenance.

Water Purchases — Favorable

Water purchases $514K (7.4%) favorable to budget — both utility cost lines favorable for the year.

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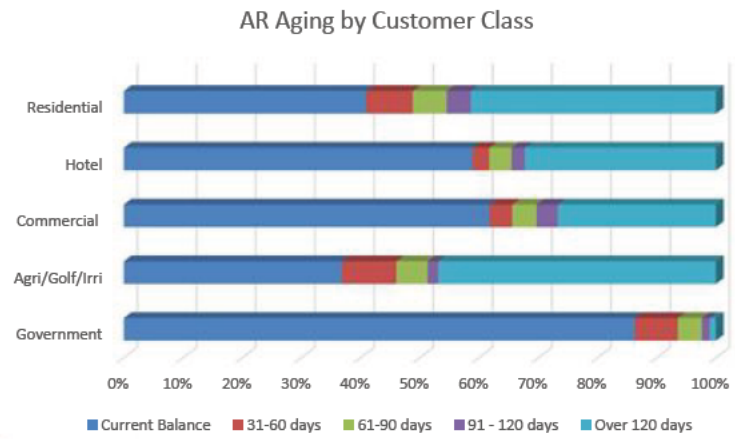
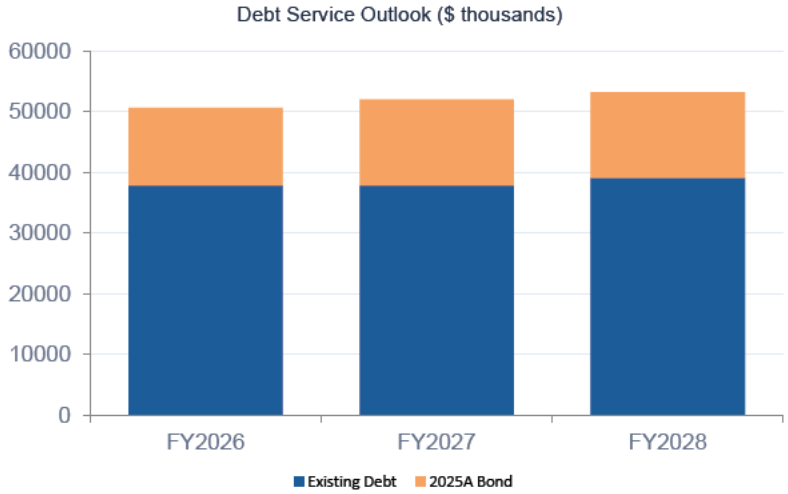
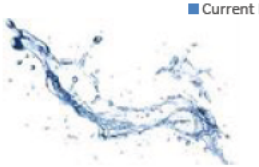
Liquidity, Capital Spending, and Debt Overview – September 2026

Operating Cash Flows FY2026	PFAS Settlement Proceeds	Cash & Investments Increase	Days Cash on Hand
$69.8M	**$15.2M**	**+$25.8M**	**450 days**
Strong underlying performance	Noncapital financing flows	Since Sep 30, 2025	vs. 120-day target







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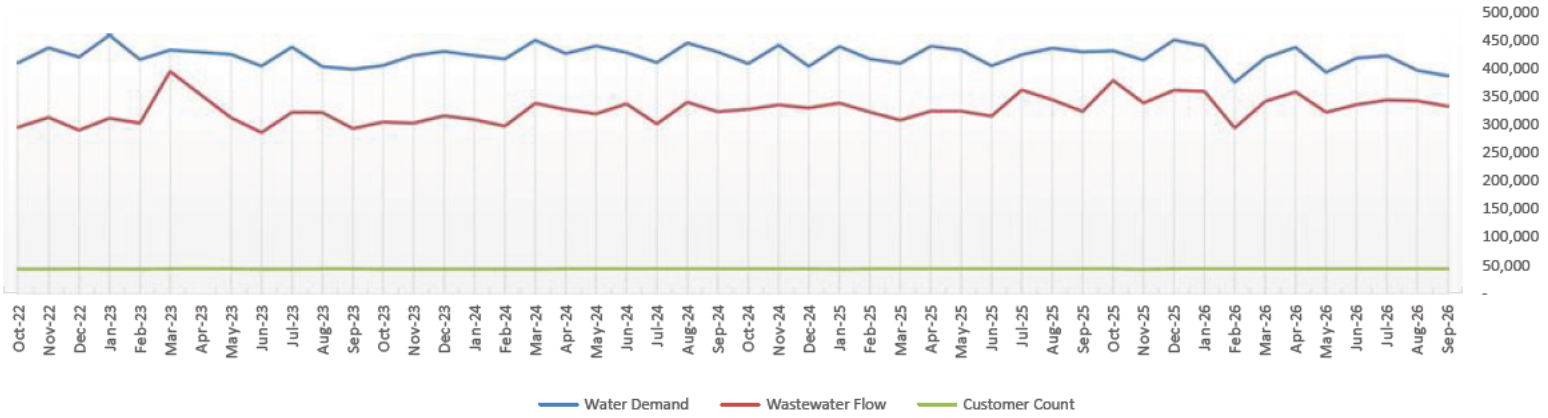
Multi-Year System Demand and Customer Trends

- For FY2026, water consumption decreased 2% from the prior year, while wastewater flows were up 4%, driven by military buildup activity in northern and central Guam.
- Customer counts remain stable year-over-year, with water customers at 43,802 (+0.3%) and wastewater customers at 31,174 (-0.1%).
- These trends support long-term financial planning and underpin the PUC rate design process, to be brought before the PUC in December for CY2027 implementation.





Capital Program, Bonds & Financing Outlook

Bond Issuance & Refunding

The PUC approved the bond sale Sept. 17th. On Sept. 29th, Moody's affirmed Baa2 (stable) and S&P affirmed A- (outlook revised to stable). The POS posted Oct. 6th; pricing is Oct. 20th, with closings Nov. 5th (2026A/B) and Apr. 13, 2027 (2026C).

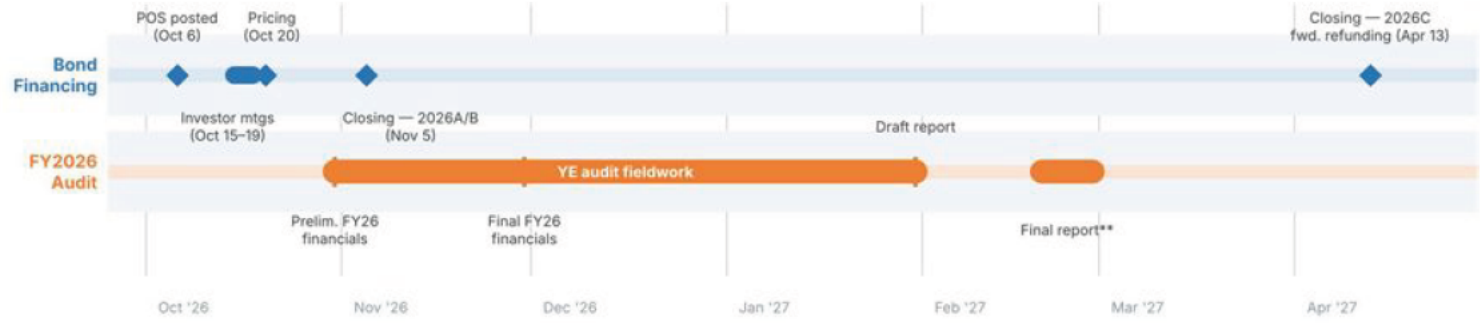
Rate Design & Audit

The 6.25% rate increase took effect Oct. 1, 2026, with notices on September and October bills; rate design is targeted for December PUC review and CY2027 implementation. GWA's FY2026 financial and single audits are underway following the Sept. 15th Ernst & Young kickoff.

Geopolitical Risk Factors

Global conflicts and rising fuel surcharges continue to weigh on tourism demand from Northeast Asian markets — GVB reported August arrivals down 27.3% year-over-year — while introducing volatility affecting capital market timing and bond terms.

UPCOMING MILESTONES — OCTOBER 2026 ONWARD



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Issues for Resolution

CCU Regular Board Meeting
October 27, 2026



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Procedures for Virtual Attendance

Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

GWA Resolution No. 02-FY2027

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

- The resolution sets uniform procedures for Commissioners to attend and vote remotely by video teleconference. It implements 5 GCA § 43121 and CCU Standing Rule 1.2.5.8. It is necessary because 5 GCA § 43121(c) provides that boards and commissions shall develop rules governing the use of video teleconferencing for their members, and CCU Standing Rule 1.2.5.8 authorizes the establishment of procedures for electronic voting. It also helps Commissioners who cannot be physically present take part, keeps Commission business moving, and ensures every vote is documented in the official record.

Where is the location?

- Not applicable. This is a Commission governance and procedural resolution

How much will it cost?

- No Cost

When will it be completed?

- The resolution takes effect immediately upon adoption by the CCU.



Procedures for Virtual Attendance (continuation)

Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

GWA Resolution No. 02-FY2027

What is the funding source?

- The resolution takes effect immediately upon adoption by the CCU

The RFP/BID responses (if applicable):

- Not Applicable.

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Additional Funding for Bid (IFB) 2022-12

Relative to Authorizing Additional Funding for Guam Waterworks Authority (GWA) Invitation for Bid (IFB) 2022-12 Upper Tumon Security Services and petition the PUC for contract approval

GWA Resolution No. 03-FY2027

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

- GWA IFB 2022-12 provides on-site security guards at the GWA Upper Tumon Customer Service Center, both inside the customer service center and on the exterior compound, to protect GWA customers, employees, and assets. The request is necessary and urgent because the cumulative contract costs are projected to exceed the $1,000,000.00 authorization in November 2026, and CCU and PUC approval of additional funds is needed for GWA to continue paying for these services through the end of the contract on May 3, 2027.

Where is the location?

- GWA Upper Tumon Customer Service Center and its exterior compound.

How much will it cost?

- An additional $110,000.00 to cover the remainder of the final contract year (May 4, 2026 – May 3, 2027) of the GWA IFB 2022-12 contract, increasing the total contract amount from $1,000,000.00 to not more than $1,110,000.00. The projected total contract cost is $1,106,744.34 (Exhibit B).

When will it be completed?

- May 3, 2027 (end of the maximum five-year contract term).



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Additional Funding for Bid (IFB) 2022-12 (continuation)

Relative to Authorizing Additional Funding for Guam Waterworks Authority (GWA) Invitation for Bid (IFB) 2022-12 Upper Tumon Security Services and petition the PUC for contract approval

GWA Resolution No. 03-FY2027

What is the funding source?

- GWA FY2027 Operations & Maintenance budget (revenue funds)

The RFP/BID responses (if applicable):

- N/A. This request is for additional funding under the existing contract awarded to Pacific Island Security Agency through GWA IFB 2022-12 in May 2022; no new solicitation was issued.

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IDIQ Hydraulic Modeling for DCA

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.

GWA Resolution No. 04-FY2027

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

- The purpose of Task Order No. 2 is to bring in the services of SewerAI and CAN-EX for our sewer collections system to support collection of data, field verification and maintenance.

- SewerAI will provide GWA with a cloud-based platform for sewer inspection data collected through closed-circuit television (CCTV) with unlimited cloud storage and AI-assessment tools to facilitate rapid and accurate assessment of the data collected and stored. SewerAI's AI-assisted process helps with rapid assessments, in particular for the NASSCO Pipeline Assessment Certification Program (PACP) Level II inspections. With the use of AI for a quick turn around assessment, it allows our operators to concentrate more on problem areas.

- CAN-EX allows GWA to conduct 360-degree CCTV on the collection sewer lines at the same time as the lines are being cleaned and then upload and inspect the videos onsite. The operators onsite can then forward a QR code of the 360-degree video of the sewerline for inspection by a supervisor or manager while still onsite. This will assist GWA Operations in streamlining the process of inspections when cleaning as well as allow easy viewing of the videos in near real time.

- Both technologies assist GWA with addressing short falls on the CCTV and inspection side when working to meet Partial Consent Decree requirements.



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IDIQ Hydraulic Modeling for DCA (continuation)

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.

GWA Resolution No. 04-FY2027

Where is the location?

- The project site is the GWA sewer collection system throughout the island

How much will it cost?

- GWA Management seeks CCU approval for Amendment No. 1 to the Owner-Engineer Agreement under the IDIQ contract to include the new Task Order No. 2 with DCA.

- The current authorized IDIQ Owner-Engineer Agreement with DCA is approved for Eight Hundred Eleven Thousand Eight Hundred Twelve Dollars and Twenty Cents ($811,812.20).

- GWA Management seeks CCU approval for Task Order No. 2 in the amount of One Million Ninety Thousand Six Hundred Ten Dollars and Zero Cents ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50).

- GWA Management seeks CCU approval to increase the total authorized amount of the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70).



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IDIQ Hydraulic Modeling for DCA (continuation)

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.

GWA Resolution No. 04-FY2027

When will it be completed?

- This contract for Task Order No. 2 with Sewer AI and CAN-EX is for three years from the start of the contract.

What is the funding source?

- The funding for this is available through Internally Funded Capital Improvement Program (IFCIP) funds, System Development Charge Funds, and Bond funds.

The RFP/BID responses (if applicable):

- N/A



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IDIQ Design PM/CM for WWC and Treatment System for SSFM

Relative to Approval of Amendment for The Indefinite Delivery/Indefinite Quantity for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.

GWA Resolution No. 05-FY2027

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

- The objective of this Task Order No.2 under this IDIQ contract with SSFM is to conduct gravity main condition assessments and develop design documents for the construction of new or rehabilitated gravity sewer mains containing acute defects in various locations on the island.

- This project is necessary and urgent as this will improve the performance of the sewer collection/transmission system and help meet the compliance requirements and deadlines set forth in the Partial Consent Decree.

Where is the location?

- The project sites are in various locations of the island.

How much will it cost?

- Task Order No. 2 will not exceed in the amount One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00). To execute Amendment No. 1 to the Owner-Engineer IDIQ contract agreement, it is necessary to increase the contract amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).



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IDIQ Design PM/CM for WWC and Treatment System for SSFM(continuation)

Relative to Approval of Amendment for The Indefinite Delivery/Indefinite Quantity for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.

GWA Resolution No. 05-FY2027

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, permitting requirements, and available funding. The estimated completion time for these projects is two (2) years.

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

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Upper Tumon Warehouse Renovation

Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation

GWA Resolution No. 06-FY2027

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

- Upper Tumon Warehouse was constructed in 1993. Frequent rain and typhoon events over the span of 30 years contributed to severe rusting and deterioration of roofing and other structural metal parts. Super Typhoon Mawar (2023) caused further extensive damage to the Warehouse rendering the building unsuitable for continued use without repair/rehabilitation.

- Due to recent changes to the project design, GWA has negotiated Change Order No. 1 with Canton Construction for the replacement of all warehouse girts and purlins. Proceeding with Change Order No. 1 will help reduce potential future maintenance requirements and performance issues associated with the existing warehouse structure.

- As construction remains ongoing, GWA is currently utilizing temporary warehouse storage at a Canton Construction facility under a lease agreement that is set to expire on December 15, 2026. Because Change Order No. 1 and other future work will extend the project schedule by 12 months, GWA must also extend the temporary warehouse lease for a corresponding period.

- To expedite the procurement of materials and avoid delays to the project schedule, GWA is requesting CCU approval to execute Change Order No. 1 in the amount of $271,500.00. The addition of this amount to the current contract funding remains within the funding previously authorized by the PUC and is therefore consistent with the PUC Contract Review Protocol.

- GWA will separately seek CCU approval to petition the PUC for approval of the additional funding of $294,204.74 associated with the temporary warehouse lease extension, as this will exceed the total authorized amount approved by the PUC under the Contract Review Protocol. This approach will allow Change Order No. 1 to proceed immediately so that material procurement may begin while the temporary warehouse lease extension request undergoes the PUC review process.



Upper Tumon Warehouse Renovation (continuation)

Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation

GWA Resolution No. 06-FY2027

Where is the project located?

- The warehouse is in Upper Tumon.

How much will it cost?

- Change Order No. 1 will be in the amount of $271,500 and the temporary warehouse lease extension will be in the amount of $294,204.74. This will bring the total authorized funding amount to $2,560,244.74.

When will it be completed?

- Work is estimated to be completed by December 2027.

What is the funding source?

- Bond funds and other appropriate funding sources including FEMA Public Assistance Program or GWA Property Insurance Claim.

The RFP/BID responses (if applicable):

- NA

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Adding a Signatory

Relative to Adding a Signatory that May Authorize Payments and Fund Transfers on Behalf of Guam Waterworks Authority

GWA Resolution No. 07-FY2027

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

- This resolution adds Jason W. Baza, Chief Budget Officer, as an alternate signatory for payments and fund transfers. He would sign only in the rare situation when the Chief Financial Officer, Assistant Chief Financial Officer, and Controller are all unavailable, such as when off-island on official business or on personal leave. All other signatories and the existing controls under Resolution No. 45-FY2025 remain unchanged.

- Although rare, these signatories can be unavailable at the same time, and travel across time zones and limited connectivity can delay approvals. An alternate signatory helps ensure payments and fund transfers are processed on time and supports the Finance Division's continuity of operations.

Where is the location?

- Not applicable. This is an administrative action affecting GWA's banking authorizations, not a capital project.

How much will it cost?

- None. No new appropriation is needed. Any bank administrative costs to update signature cards or online banking access are minimal and will be covered by the FY2027 operating budget.

When will it be completed?

- The authorization takes effect upon CCU approval. Finance will then submit updated signature cards and online banking access forms to each of GWA's financial institutions, using bank-specific resolutions signed by the CCU Chairman and Secretary where a bank requires them.

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Adding a Signatory (continuation)

Relative to Adding a Signatory that May Authorize Payments and Fund Transfers on Behalf of Guam Waterworks Authority

GWA Resolution No. 07-FY2027

What is the funding source?

- Not applicable. No funding is needed.

The RFP/BID responses (if applicable):

- Not applicable. This is a banking authorization, not a procurement.

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Authorizing an Increase of Obligating Authority

Relative to Authorizing an Increase of Obligating Authority for the General Manager of the Guam Waterworks Authority

GWA Resolution No. 08-FY2027

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

- The objective is to increase the General Manger's obligating authority from $ 1,000,000 to $ 1,500,000 to streamline GWA's procurement and expenditure approval process including change orders.

- This increase is necessary to reduce administrative delays, improve operational efficiency and allow timely implementation of projects. By this Resolution, the CCU is also authorizing and directing GWA management to seek an amendment to the PUC's Contract Review Protocol to align the PUC's and CCU's contract review threshold and GM's obligating authority from $1,000,000.00 to $ 1,500,000 for the GWA General Manager. The existing PUC Contract Review Protocol amount of $1,000,000.00 will remain in place until and unless amended by the PUC, subject to its approval.

Where is the location?

- GWA projects and expenditures throughout its service area.

How much will it cost?

- No Cost. This is an increase in approval authority

When will it be completed?

- The resolution takes effect immediately upon adoption by the CCU.



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Authorizing an Increase of Obligating Authority (continuation)

Relative to Authorizing an Increase of Obligating Authority for the General Manager of the Guam Waterworks Authority

GWA Resolution No. 08-FY2027

What is the funding source?

- Not Applicable

The RFP/BID responses (if applicable):

- Not Applicable

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Financial Statement Overview
September 2026

Executive Snapshot – September 2026 (FY2026 Year-to-Date)
GWA closed FY2026 with strong results. For the fiscal year ended September 30, 2026 (unaudited), operating revenues exceeded budget by $7.3 million (4.8%) and operating expenses came in $6.8 million below budget (5.9%), producing earnings from operations of $50.1 million against a budget of $36.0 million. Debt Service Coverage for the year was 1.66x, well above debt covenant thresholds. These results do not yet reflect a $9.5 million year-end transfer of revenues to the Rate Stabilization Fund (RSF), consistent with FY2025, which will be posted subsequent to these schedules. After the transfer, revenues will be $2.2 million (1.5%) below budget, earnings from operations will be $40.6 million and Debt Service Coverage will be 1.47x, still above debt covenant thresholds. Days Cash on Hand was 450 days — more than three and a half times the 120-day target — supported by strong operating cash flows and PFAS settlement proceeds of approximately $15.2 million received during the fiscal year; no additional settlement payments were received in September.

The revenue story this year has been shaped by two factors: the October 2025 rate adjustment and a meaningful shift in customer composition, with federal revenues growing to 12.4% of the total from 9.2% in the prior year. Wastewater revenues were the strongest performer, finishing the year 14.5% above budget. On the expense side, utility costs — particularly power purchases — came in favorably against budget for the year, although power purchases ran above both budget and the prior-year month in each of August and September.

Key items heading into FY2027 include the implementation of the PUC-approved 6.25% rate increase effective October 1, 2026, the PUC rate design process (to be brought before the PUC in December, targeting CY2027 implementation), the pace of capital draws under the Consent Decree schedule, and the Series 2026 bond issuance and refunding. The PUC approved the bond sale at its September 17th special meeting, and on September 29th Moody's affirmed GWA's Baa2 rating with a stable outlook and S&P Global affirmed GWA's A- rating, revising the outlook to stable from negative; bond pricing is scheduled for October 20th (see Bonds, Audits, and Rate Matters). The FY2026 financial and single audits are underway following a September 15th kickoff with Ernst & Young. Tourism remains weak: GVB-reported civilian air arrivals in August were down 27.3% year-over-year, and fiscal year-to-date arrivals through August were down 3.4% from the prior year, with recovery to pre-pandemic levels continuing to be constrained by available seats and recent typhoons.

GWA continues to monitor global geopolitical developments, which could weigh on tourism demand, exert upward pressure on fuel-linked operating costs, and introduce volatility in financial markets that may affect the timing and terms of the planned bond issuance and refunding.

Key Financial Indicators
Key Financial Indicators reflect point-in-time metrics as of month-end and provide a summary of liquidity, collections, and system activity trends. Indicators as of September 2026 continued to reflect

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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favorable operating performance and strong liquidity, although monthly collections softened in September.

Indicator	Target	July 2026	August 2026	September 2026
DSC YTD • Per Section 6.12 of Indenture / PUC and CCU	1.25/1.32	1.70	1.68	1.66 / 1.47†
Days – Cash on Hand	120 days	450 days	473 days	450 days
Collection Ratio				
• Month to Date	99%	88%	103%	83%
• Year to Date	99%	93%	94%	93%
Days Billed	30 days	31 days	30 days	30 days
Accounts Receivable Days	30 days	43 days	45 days	47 days
Accounts Payable Days	45 days	33 days	33 days	32 days
Water Demand (kgals)				
• Month to Date	421,912	423,920	397,479	387,905
• Year to Date	5,062,950	4,214,152	4,611,631	4,999,536
Wastewater Flow (kgals)				
• Month to Date	310,436	344,805	343,460	333,805
• Year to Date	3,725,229	3,443,116	3,786,577	4,120,381
Operations & Maintenance Expense**	$7,116,282	$6,950,910	$7,064,326	$6,954,585
Water Customers	44,025	43,908	43,929	43,802
Wastewater Customers	31,311	31,335	31,323	31,174

***Excludes Depreciation †After $9.5M Rate Stabilization Fund transfer*

Operating Drivers: Water Consumption and Wastewater Flows

Water consumption and wastewater flows are the primary operating drivers of the Authority's revenues, operations and maintenance expenses, and overall financial performance. The following summarizes system activity for September 2026 and for the fiscal year ended September 30, 2026.

For the month ending September 30, 2026, water consumption decreased 10% and wastewater flows increased 3% compared to the prior year. Lower water consumption was concentrated in the federal, hotel, residential, and commercial customer classes, while higher federal and government flows drove the increase in wastewater. The drop in Federal use is due to Camp Blaz relying on their water wells; GWA doesn't expect them to be using our water in the near future. Billing days for September 2026 and September 2025 were 30 and 31 days, respectively.

Metric	Water Consumption	Wastewater Flows
Volume (kgals)	387,905	333,805
% Change vs Prior Year	-10%	3%
Average Daily Consumption/Flow	12,930	11,127
Key Customer Drivers	Residential, Commercial1, Hotels, GovGuam	Residential, FedGov, Commercial1, Hotels

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For FY2026, water consumption decreased 2% and wastewater flows increased 4% compared to the prior year, driven primarily by continued growth in federal wastewater flows tied to military buildup activity in northern and central Guam. Billing days for FY2026 and FY2025 were 361 and 362 days, respectively.

Metric	Water Consumption	Wastewater Flows
Volume (kgals)	4,999,536	4,120,381
% Change vs Prior Year	-2%	4%
Average Daily Consumption/Flow	13,849	11,414
Key Customer Drivers	Residential, Commercial1, Hotels, GovGuam	Residential, FedGov, Hotels, Commercial1

Monthly Financial Performance, September 2026 (Schedules B & C)
For September 2026, operating revenues were below both budget and prior-year levels, as lower water revenues (down 9.2% from budget and 7.6% from the prior year, with one fewer billing day than September 2025) more than offset higher wastewater revenues. Water accruals related to the Federal Government were reversed by reducing water revenues. Operating expenses were below budget, as favorable variances in water purchases, contractual expenses, and depreciation more than offset higher-than-budgeted administrative and general expenses (primarily materials and supplies) and power purchases; compared to the prior year, declines in depreciation, administrative and general, and contractual expenses drove the overall favorable variance, outweighing higher power purchases. These results do not yet reflect the $9.5 million year-end RSF transfer; once posted, September operating revenues will be $2.7 million, well below budget and the prior year.

As a result, earnings from operations for the month were slightly below budget but well above the prior year. The change in net position was well above budget and above prior-year levels, driven primarily by $7.4 million in grant contributions recognized during the month ($4.5 million in federal capital grants and $2.8 million in contributions from local government), well above the $2.5 million budgeted; no additional PFAS settlement payments were received in September. After the RSF transfer, the month will show a loss from operations of $6.6 million and a $1.0 million decrease in net position.

Year-to-Date Financial Performance – FY2026 (Schedules D&E)
For FY2026, operating revenues exceeded budget and the prior year, reflecting the October 2025 non-lifeline rate adjustment and higher wastewater flows; the increase over the prior year also reflects the $9.5 million rate stabilization revenue deferral recorded in FY2025. Once the $9.5 million FY2026 year-end RSF transfer is posted, revenues will be $2.2 million (1.5%) below budget and $11.4 million (8.3%) above the prior year. Wastewater revenues were the standout performer on the revenue side, coming in $7.4 million — or 14.5% — above budget for the year. This favorable variance is the largest of any revenue line and reflects both structural demand growth and the October 2025 rate adjustment. Water revenues finished $1.1 million (1.2%) below budget but $4.4 million (4.9%) above the prior year.

The composition of revenues by customer class continued to reflect increased federal demand relative to the prior year.

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Customer Class	FY2026		FY2025	
Residential	$61,976,429	39.68%	$59,227,670	40.85%
Commercial	$32,331,070	20.70%	$29,694,568	20.48%
Hotel	$26,848,225	17.19%	$27,402,155	18.90%
Government of Guam	$14,967,155	9.58%	$14,591,941	10.06%
Federal Government	$19,420,318	12.43%	$13,368,170	9.22%
Agriculture, Golf Course, Irrigation	$655,022	0.42%	$700,922	0.48%
TOTALS*	$156,198,219	100.00%	$144,985,426	100.00%

*Totals may be slightly off due to rounding

Federal Government revenues grew by approximately $6.1 million year-over-year, with the federal share of total revenues increasing from 9.2% to 12.4%. This reflects the ongoing military buildup in Guam, which, while largely self-sufficient for water supply, directs wastewater flows from bases in northern and central Guam to GWA's system — a key driver of the year-to-date increase in wastewater flows over projections.

Operating expenses finished the year below budget and below the prior year, driven primarily by utility costs, contractual expenses, and depreciation. Power purchases totaled $16.4 million against a budget of $17.6 million, a $1.2 million favorable variance, and declined $3.5 million versus the prior year, notwithstanding above-budget and above-prior-year months in August and September. Water purchases were also below budget and below prior year levels. Contractual expenses were $3.4 million below budget, led by legal costs ($1.5 million under budget), with other contractual services and audit and computer maintenance also below budget. These savings were partially offset by net salaries and benefits, which exceeded budget by $1.1 million, reflecting the accrual of FY2025 pay-for-performance and FY2026 migration pay retroactive to October 1, 2025. Looking ahead, geopolitical instability and associated oil price pressure could erode utility cost savings, although the recently commissioned Ukudu power plant's improved fuel efficiency is expected to provide a degree of mitigation.

As a result, earnings from operations and the change in net position for the year exceeded both budget and the prior year. FY2026 results include approximately $15.2 million of PFAS settlement proceeds received during the fiscal year, most recently a $3.1 million payment received in July 2026, as well as $18.9 million of interest income; no additional settlement payments were received in September. After the RSF transfer, earnings from operations will be $40.6 million and the change in net position $57.6 million, both still above budget and the prior year.

Statement of Net Position (Schedule A)

Total assets and deferred outflows of resources increased $56.2 million from September 2025 to September 2026, primarily due to a $45.2 million increase in unrestricted cash (largely PFAS settlement proceeds, strong operating cash flows, and a $9.5 million increase in the Rate Stabilization Fund) and a $53.1 million increase in construction work in progress from ongoing capital activity, partially offset by a $19.0 million decrease in restricted construction funds held by the trustee as capital projects were funded.

Total liabilities and deferred inflows of resources decreased $10.8 million over the same period, as scheduled July 1 bond principal payments, amortization of bond premium, and a $3.4 million reduction

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in contractors' payable outpaced increases in accrued and other liabilities ($3.8 million) and accrued payroll and employee benefits ($2.7 million). After the RSF transfer, which increases deferred inflows of resources by $9.5 million, the decrease will be $1.3 million

Net trade accounts receivable increased $8.0 million from September 2025, and accounts receivable days were 47 days at September 30, 2026; accounts payable days were 32 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.

Cash Flow (Schedule F)

FY2026 operating cash flows of $69.8 million reflect strong underlying performance. Noncapital financing cash flows of $15.2 million reflect PFAS settlement proceeds received during the fiscal year. Overall, cash and investments increased by $26.0 million from September 2025 to September 2026, and Days Cash on Hand was 450 days against a 120-day target. Schedule G contains a schedule of restricted and unrestricted cash and investments.

Customer Payments

While only 6% of payments are made in cash, approximately 31% of payments are 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, 53% 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 – December 2025	235	$1,496,819	$30,095	2.01%
January - March 2026	241	$1,464,745	$29,541	2.01%
April – June 2026	238	$1,288,002	$25,897	2.01%
July 2026	86	$465,909	$9,368	2.01%
August 2026	86	$496,490	$9,983	2.01%
September 2026	93	$474,499	$9,540	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.

Total credit card fees for September were $79,026. Total credit card fees for FY2026 (October 2025 – September 2026) were $983,572.

Saturday Collections

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The Upper Tumon office is open for payments on Saturdays. For the four Saturdays in September, 509 payments totaling $83,800 were made towards GWA billings and 839 payments totaling $235,618 were made for GPA.

Guam Solid Waste (GSW) Customer Payments
GPWA began to accept GSW payments on June 6, 2022. In September 2026, GWA accepted 1,247 payments totaling $101,999 for GSW and will bill $1,247 in processing fees to GSW.

Capital Projects and Grant Status Update
Below is a table providing a summary of the various sources of funding available for GWA CIPs as well as available grants as of September 2026. The expenditure is life to date. Note that Department of Interior Grants also include funding for training, and the GEPA and DPHSS grants are for testing.

Funding Source	Available Funds	Expenditures as of 9/30/2026	Outstanding Encumbrances	Funding Request	Expenditures, Encumbrances, & Funding Requests	Unobligated 9/30/2026	% Unobligated
B2016	$ 140,169,235	$ 135,521,631	$ 2,835,571	$ 45,347	$ 138,402,550	$ 1,766,685	1.26%
B2017 (2010)	$ 87,670,369	$ 84,828,899	$ 865,708	$ 101,568	$ 85,796,174	$ 1,874,195	2.14%
B2020A	$ 139,256,439	$ 85,590,301	$ 30,538,240	$ 3,557,505	$ 119,686,047	$ 19,570,393	14.05%
B2020B (2013)	$ 139,398,968	$ 138,426,519	$ 225,202	$ 418,440	$ 139,070,161	$ 328,807	0.24%
B2025	$ 259,417,234	$ 1,883,116	$ 16,651,907	$ 18,513,858	$ 37,048,881	$ 222,368,353	85.72%
Construction Fund	$ 11,294,515	$ 1,625,400	$ 6,634,083		$ 8,259,482	$ 3,035,032	26.87%
SDC	$ 22,446,081	$ 12,197,103	$ 7,569	$ 6,637,742	$ 18,842,414	$ 3,603,667	16.05%
DOI	$ 827,000	$ 826,890	$ -		$ 826,890	$ 110	0.01%
USEPA	$ 197,161,883	$ 23,490,198	$ 59,777,644		$ 83,267,842	$ 113,894,041	57.77%
GEPA	$ 500,000	$ 263,881	$ 33,275		$ 297,156	$ 202,844	40.57%
ARPA	$ 50,937,640	$ 11,369,609	$ 41,015,403		$ 52,385,012	$ (1,447,372)	-2.84%
DPHSS	$ 2,136,520	$ 22,407	$ 2,114,113		$ 2,136,520	$ -	0.00%
IFCIP	$ 38,732,944	$ 24,521,195	$ 4,582,994	$ 9,206,120	$ 38,310,310	$ 422,635	1.09%
Totals	$ 1,089,948,829	$ 520,567,151	$ 165,281,707	$ 38,480,580	$ 724,329,439	$ 365,619,391	33.54%
	100.00%	47.76%	15.16%	3.53%	66.46%	33.54%	

Bonds, Audits, and Rate Matters
Series 2026 Water and Wastewater Revenue and Refunding Bonds
The PUC approved the sale of the GWA revenue and refunding bonds at a special meeting on September 17. As promised, the rating agencies issued ratings on September 29. Moody's affirmed our Baa2 rating with an outlook stable recognizing GWA's strong liquidity and strong system management and close coordination with USEPA to determine timing of capital projects. S&P Global affirmed GWA's A- rating and changed outlook to stable from negative citing GWA's improved all-in debt service coverage in 2025 and our approved rate package through 2030.

The Preliminary Official Statement (POS) along with an investor presentation was issued on Tuesday, October 6, through the MuniOS website. Meetings with potential investors will be held on October 15, 16 and 19. Guam on-island retail orders are scheduled for October 19. Bond pricing will be held on October 20. Closing for the Series B2026AB will be held on November 5, 2026, and closing for B2026C will be held on April 13, 2027.

Audit Update
Both the financial and single audits are ongoing. Staff from the Finance Division attended the OPA sponsored training by the Graduate School on GASB 103, Financial Reporting Model Improvements on September 4. GASB 103, which includes updates to the Audit's Management Discussion and Analysis and financial statement presentation is in effect for fiscal year 2026. A kickoff meeting was held on September 15th with Ernst & Young. We are using the E&Y Canvas Portal to get and fill requests from the auditors.

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Rate Matters
Notice to customers regarding the 6.25% increase effective October 1 was printed on outgoing bills in September and will continue to be placed on the October bills.

GWA continues to work with PUC's consultants on rate design recommendations and is still planning to bring the rate design before the PUC in December, based on the revenue requirement established through the true-up process, targeting implementation in CY2027. A workshop for the PUC Commissioners may be scheduled in November.

The $9.5 million transfer at the end of FY2026 into the Rate Stabilization Fund follows the FY2027 True Up stipulation and order which states that GWA will transfer any excess net operating revenues into the RSF that will provide for the Authority to attain debt service coverage of not more than 1.40x in FY2026.

Visitor Arrivals and Economic Activity
August brought some improvement over July but remained well below last year. Guam Visitors Bureau civilian air arrivals totaled 57,218, down 27.3% from 78,694 in August 2025 and about 36% of the August 2019 level. Korea remained the largest drag, down 46.9% to 20,444, while Japan declined 15.5% to 24,642; US/Hawaii was a bright spot, up 13.6% to 6,068. Fiscal year-to-date arrivals (October 2025 through August 2026) stand at 647,801, down 3.4% from the prior year, compared with a 0.3% decline through July. Hotel-class water demand therefore remains a risk heading into FY2027.

Military and construction activity continue to provide a counterweight to tourism weakness. As described in Appendix B of the Preliminary Official Statement for the Series 2026 Bonds, the relocation of Marines from Okinawa is underway, and the Government of Guam's December 2025 assessment projects the Department of Defense-related population growing from 35,631 in 2025 to a peak of 45,321 in 2034. DOD's five-year plan calls for approximately $7.3 billion in military construction on Guam from FY2024 through FY2028, and the 2026 NDAA authorized approximately $1.25 billion for Guam projects, including $70.1 million for water wells. This activity is evident in the labor market: construction employment rose by 1,250 jobs to 13,360 in June 2026, H-2B workers reached a record of approximately 6,603 as of September 21, 2026, and total payroll employment increased by 490 jobs year-over-year to 67,930. For GWA, these trends support continued growth in federal wastewater flows and revenues even as tourism-related demand lags.

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GUAM WATERWORKS AUTHORITY
September 30, 2026
FINANCIAL AND RELATED REPORTS
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GUAM WATERWORKS AUTHORITY
Statements of Net Position
September 30, 2026

SCHEDULE A

ASSETS AND DEFERRED OUTFLOWS of RESOURCES	Unaudited September 30, 2026	Audited September 30, 2025	Increase (Decrease)
Current Assets			
Cash			
Unrestricted (Schedule G)	113,950,540	68,753,143	45,197,397
Restricted Funds (Schedule G)	42,401,475	47,917,143	(5,515,668)
Accounts Receivable Trade, Net of Allowance for Doubtful Receivables of $10,080,615 at Sep 30, 2026 and $9,418,359 at Sep 30, 2025	24,184,609	16,213,731	7,970,878
Federal Receivable	1,025,713	6,877,296	(5,851,583)
Other Receivable	2,547,263	2,699,889	(152,626)
Prepaid Expenses	2,769,329	1,212,737	1,556,592
Materials & Supplies Inventory, Net of Allowance for Obsolescence of $213,524 at Sep 30, 2026 and $199,791 at Sep 30, 2025	7,517,697	6,935,675	582,022
Total Current Assets	194,396,625	150,609,613	43,787,012
Property, Plant and Equipment			
Utility plant in service			
Water system	483,487,699	483,115,995	371,704
Wastewater system	686,135,267	686,191,704	(56,437)
Non-utility property	37,545,521	36,950,224	595,297
Total property	1,207,168,487	1,206,257,923	910,563
Less: Accumulated Depreciation	(506,935,249)	(480,656,082)	(26,279,167)
Land	5,811,163	5,811,163	-
Construction Work in Progress	173,319,433	120,189,386	53,130,047
Property, Plant and Equipment, net	879,363,833	851,602,390	27,761,443
Lease and subscription IT assets	610,715	610,715	-
Noncurrent assets			
Restricted cash (Schedule G)	329,888,777	348,897,136	(19,008,359)
Investments (Schedule G)	100,347,881	95,265,017	5,082,863
Total other noncurrent assets and deferred charges	430,236,658	444,162,154	(13,925,496)
Total Assets	1,504,607,832	1,446,984,872	57,622,959
Deferred outflows of resources			
Debt defeasance due to bond refunding	21,807,926	23,190,417	(1,382,491)
Deferred outflows from pension	8,244,724	8,244,724	-
Deferred outflows from OPEB	21,817,354	21,817,354	-
Total Assets and Deferred Outflows of Resources	**1,556,477,836**	**1,500,237,367**	**56,240,468**
LIABILITIES, DEFERRED INFLOWS of RESOURCES AND NET ASSETS			
Current Liabilities			
Current maturities of long-term debt			
Series 2016 Revenue Bond	1,015,000	965,000	50,000
Series 2017 Refunding Bond	2,740,000	2,610,000	130,000
Series 2024A Refunding Bond	3,260,000	3,110,000	150,000
Series 2024B Refunding Bond	4,495,000	4,280,000	215,000
Lease and subscription IT liabilities	43,634	43,634	-
Accounts Payable -Trade	3,416,636	3,913,865	(497,230)
Accrued and Other Liabilities	13,176,262	9,366,213	3,810,048
Interest Payable	10,124,489	9,002,963	1,121,525
Accrued Payroll and Employee Benefits	5,569,101	2,829,713	2,739,388
Current portion of employee annual leave	1,327,640	1,327,640	-
Current portion of employee sick leave	488,450	488,450	-
Contractors' Payable	14,736,645	18,129,972	(3,393,328)
Customer and Other Deposits	2,519,134	2,613,337	(94,203)
Total Current Liabilities	62,911,989	58,680,787	4,231,201
Long Term Debt, less current maturities			
Series 2016 Revenue Bond	78,985,000	80,000,000	(1,015,000)
Series 2017 Refunding Bond	49,825,000	52,565,000	(2,740,000)
Series 2020A Revenue Bond	134,000,000	134,000,000	-
Series 2020B Refunding Bond	125,835,000	125,835,000	-
Series 2024A Refunding Bond	124,245,000	127,505,000	(3,260,000)
Series 2024B Refunding Bond	38,425,000	42,920,000	(4,495,000)
Series 2025A Revenue Bond	266,535,000	266,535,000	-
Unamortized Bond Premium/Discount	48,237,391	50,964,641	(2,727,250)
Lease and subscription IT liabilities	52,585	52,585	-
Net pension liability	44,488,639	44,488,639	-
Net OPEB obligation	80,248,243	80,248,243	-
Employee Annual Leave, Less Current Portion	1,161,042	1,161,042	-
Employee Sick Leave	3,597,195	3,597,195	-
Total Liabilities	1,058,547,084	1,068,553,132	(10,006,049)
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	6,116,764	6,116,764	-
Deferred inflows from OPEB	50,525,092	50,525,092	-
Debt defeasance due to bond refunding	5,955,173	6,767,085	(811,912)
Total Liabilities and Deferred Inflows of Resources	1,131,260,450	1,142,078,411	(10,817,961)
Net Position	425,217,386	358,158,957	**67,058,429**
Total Liabilities, Deferred Inflows of Resources and Net Assets	**1,556,477,836**	**1,500,237,367**	**56,240,468**

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE B**
Comparative Budget vs. Actual for the period ending September 30, 2026 and 2025

	Month to Date		Variance
	Actual (Unaudited) September-26	Budget September-26	Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	7,120,923	7,838,511	(717,588)
Wastewater Revenues	4,567,598	4,262,516	305,081
Legislative Surcharge	358,921	376,345	(17,425)
Other Revenues	72,296	42,917	29,379
System Development Charge	72,843	97,083	(24,241)
Total Operating Revenues	12,192,580	12,617,373	(424,793)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	266,107	579,809	313,703
Power Purchases	1,631,319	1,466,769	(164,550)
Total Utility Costs	1,897,426	2,046,578	149,152
Salaries and Wages	2,323,253	2,145,851	(177,403)
Pension and Benefits	1,063,057	967,195	(95,862)
Total Salaries and Benefits	3,386,310	3,113,045	(273,264)
Capitalized Labor and Benefits	(755,334)	(404,696)	350,638
Net Salaries and Benefits	2,630,976	2,708,349	77,374
Administrative and General Expenses			
Sludge removal	111,049	97,175	(13,874)
Chemicals	314,692	248,799	(65,892)
Materials & Supplies	438,640	189,620	(249,020)
Transportation	134,012	64,840	(69,172)
Communications	3,868	19,909	16,041
Claims	-	20,848	20,848
Insurance	160,193	163,583	3,390
Training & Travel	6,728	65,544	58,816
Advertising	2,680	16,551	13,872
Miscellaneous	157,072	169,124	12,052
Regulatory Expense	140,570	44,873	(95,697)
Bad Debts Provision	84,475	84,475	(0)
Total Administrative and General Expense	1,553,979	1,185,344	(368,635)
Depreciation Expense	2,295,648	2,499,686	204,038
Amortization of Regulatory Assets	-	-	-
Contractual Expense			
Audit & Computer Maintenance	124,837	249,193	124,356
Building rental	74,783	75,781	998
Equipment rental	77,634	66,199	(11,435)
Legal	-	129,167	129,167
Laboratory	63,349	36,048	(27,301)
Other	187,159	234,315	47,156
Total Contractual Expense	527,762	790,702	262,940
Retiree Supp. Annuities and health care costs	285,601	326,266	40,665
Contribution to Government of Guam	58,842	59,043	201
Total Retiree Benefits	344,442	385,309	40,866
Total Operating Expenses	9,250,233	9,615,968	365,735
Earnings (Loss) from Operations	2,942,347	3,001,405	(59,058)
Interest Income - Bond Funds	973,986	-	973,986
Interest Income - Other Funds	543,455	156,621	386,833
Interest Income - SDC	23,769	-	23,769
Contributions from Local Government	2,816,547	-	2,816,547
Interest Expense - Bonds	(3,374,830)	(3,402,190)	27,360
Loss on Asset Disposal	(6,839)	-	(6,839)
Amortization of Discount, Premium and Issuance Costs	227,271	-	227,271
Defeasance due to bond refunding	(51,445)	-	(51,445)
Prior Year Adjustment	(116,732)	-	(116,732)
Total non-operating revenues (expenses)	1,035,183	(3,245,569)	4,280,751
Net Income (Loss) before capital contributions	3,977,529	(244,164)	4,221,693
Capital Contributions			
Grants from US Government	4,515,199	2,500,000	2,015,199
Grants from GovGuam & Others	20,851	-	20,851
Total Capital Contributions	4,536,050	2,500,000	2,036,050
Change in Net Position	8,513,579	2,255,836	6,257,743
Debt Service Calculation			
Earnings From Operations	2,942,347	3,001,405	
System Development Charge	(72,843)	(97,083)	
Retiree COLA	58,842	59,043	
Interest/Investment Income	543,455	156,621	
Depreciation	2,295,648	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	5,767,448	5,928,005	
Balance Available for Debt Service per PUC	5,767,448	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)	1.37	1.37	
Debt Service Coverage (1.32X) (PUC)	1.37	1.37	

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position **SCHEDULE C**
Comparative for the period ending September 30, 2026 and 2025

	Month to Date		Variance
	Actual (Unaudited) September-26	Actual (Audited) September-25	Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	7,120,923	7,706,215	(585,292)
Wastewater Revenues	4,567,598	4,175,313	392,285
Legislative Surcharge	358,921	347,661	11,259
Other Revenues	72,296	39,596	32,700
System Development Charge	72,843	185,933	(113,090)
Total Operating Revenues	12,192,580	12,454,718	(262,138)
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	266,107	486,573	(220,466)
Power Purchases	1,631,319	1,365,414	265,905
Total Utility Costs	1,897,426	1,851,987	45,439
Salaries and Wages	2,323,253	2,082,111	241,142
Pension and Benefits	1,063,057	1,566,173	(503,116)
Total Salaries and Benefits	3,386,310	3,648,284	(261,974)
Capitalized Labor and Benefits	(755,334)	(1,074,101)	318,767
Net Salaries and Benefits	2,630,976	2,574,182	56,793
Administrative and General Expenses			
Sludge removal	111,049	126,545	(15,496)
Chemicals	314,692	448,964	(134,272)
Materials & Supplies	438,640	560,765	(122,125)
Transportation	134,012	134,096	(84)
Communications	3,868	10,388	(6,520)
Claims	-	41,382	(41,382)
Insurance	160,193	156,337	3,856
Training & Travel	6,728	177,813	(171,085)
Advertising	2,680	1,323	1,356
Miscellaneous	157,072	35,429	121,643
Regulatory Expense	140,570	46,883	93,688
Bad Debts Provision	84,475	512,126	(427,651)
Total Administrative and General Expense	1,553,979	2,252,052	(698,073)
Depreciation Expense	2,295,648	3,310,994	(1,015,346)
Contractual Expense			
Audit & Computer Maintenance	124,837	196,973	(72,136)
Building rental	74,783	32,001	42,783
Equipment rental	77,634	51,628	26,006
Legal	-	448,384	(448,384)
Laboratory	63,349	(58,821)	122,170
Other	187,159	132,629	54,529
Total Contractual Expense	527,762	802,794	(275,032)
Retiree Supp. Annuities and health care costs	285,601	307,549	(21,949)
Contribution to Government of Guam	58,842	118,675	(59,833)
Total Retiree Benefits	344,442	426,224	(81,782)
Total Operating Expenses	9,250,233	11,218,233	(1,968,000)
Earnings (Loss) from Operations	2,942,347	1,236,485	1,705,862
Interest Income - Bond Funds	973,986	1,323,675	(349,689)
Interest Income - Other Funds	543,455	397,451	146,004
Interest Income - SDC	23,769	21,008	2,761
Contributions from Local Government	2,816,547	457,798	2,358,750
Interest Expense - Bonds	(3,374,830)	(3,381,186)	6,357
Interest Expense - Leases and Subscription IT	-	(8,684)	8,684
Loss on Asset Disposal	(6,839)	(687,666)	680,827
Amortization of Discount, Premium and Issuance Costs	227,271	(1,577,552)	1,804,823
Defeasance due to bond refunding	(51,445)	(126,529)	75,084
Prior Year Adjustment	(116,732)	(288,506)	171,774
Legal settlements	-	(152,641)	152,641
Insurance proceeds	-	659,567	(659,567)
Total non-operating revenues (expenses)	1,035,183	(3,363,267)	4,905,375
Net Income (Loss) before capital contributions	3,977,529	(2,126,782)	6,104,312
Capital Contributions			
Grants from US Government	4,515,199	5,830,507	(1,315,309)
Grants from GovGuam & Others	20,851	1,251,004	(1,230,154)
Total Capital Contributions	4,536,050	7,081,512	(2,545,462)
Change in Net Position	8,513,579	4,954,730	3,558,849
Debt Service Calculation			
Earnings From Operations	2,942,347	1,236,485	
System Development Charge	(72,843)	(185,933)	
Retiree COLA	58,842	118,675	
Interest/Investment Income	543,455	397,451	
Depreciation	2,295,648	3,310,994	
Legal expenses	-	448,384	
Balance Available for Debt Service per Section 6.12	5,767,448	5,326,055	
Balance Available for Debt Service per PUC	5,767,448	5,326,055	
Debt Service			
Principal	3,154,341	870,417	
Interest	1,065,211	2,284,112	
Total	4,219,552	3,154,529	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.37	1.69	
Debt Service Coverage (1.32X) (PUC)	1.37	1.69	

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GUAM WATERWORKS AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position **SCHEDULE D**
Comparative Budget vs. Actual for the period ending September 30, 2026 and 2025

	Year to Date Actual (Unaudited) September-26	Year to Date Budget September-26	Variance Favorable / (Unfavorable)
OPERATING REVENUES			
Water Revenues	92,938,240	94,062,137	(1,123,897)
Wastewater Revenues	58,574,734	51,150,197	7,424,537
Legislative Surcharge	4,685,245	4,516,141	169,104
Other Revenues	1,075,325	515,000	560,325
System Development Charge	1,386,574	1,165,000	221,574
Total Operating Revenues	158,660,118	151,408,475	7,251,644
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,443,338	6,957,710	514,372
Power Purchases	16,428,072	17,601,227	1,173,155
Total Utility Costs	22,871,410	24,558,937	1,687,527
Salaries and Wages	26,116,981	25,750,207	(366,774)
Pension and Benefits	11,638,630	11,606,337	(32,293)
Total Salaries and Benefits	37,755,611	37,356,545	(399,067)
Capitalized Labor and Benefits	(4,183,165)	(4,856,351)	(673,186)
Net Salaries and Benefits	33,572,446	32,500,194	(1,072,253)
Administrative and General Expenses			
Sludge removal	1,445,574	1,166,098	(279,476)
Chemicals	2,404,334	2,985,591	581,257
Materials & Supplies	2,576,511	2,275,444	(301,067)
Transportation	931,596	778,081	(153,515)
Communications	82,207	238,912	156,705
Claims	91,622	250,180	158,558
Insurance	1,895,324	1,963,000	67,676
Training & Travel	400,949	786,529	385,580
Advertising	50,780	198,617	147,837
Miscellaneous	2,124,945	2,029,492	(95,453)
Regulatory Expense	389,654	538,475	148,821
Bad Debts Provision	1,013,704	1,013,704	(0)
Total Administrative and General Expense	13,407,201	14,224,123	816,922
Depreciation Expense	28,173,113	29,996,235	1,823,121
Contractual Expense			
Audit & Computer Maintenance	2,232,661	2,990,318	757,657
Building rental	849,434	909,372	59,938
Equipment rental	577,902	794,385	216,483
Legal	19,887	1,550,000	1,530,113
Laboratory	590,836	432,577	(158,260)
Other	1,834,497	2,811,776	977,280
Total Contractual Expense	6,105,217	9,488,428	3,383,211
Retiree Supp. Annuities and health care costs	3,738,929	3,915,188	176,259
Contribution to Government of Guam	706,100	708,515	2,415
Total Retiree Benefits	4,445,029	4,623,703	178,674
Total Operating Expenses	108,574,417	115,391,619	6,817,202
Earnings (Loss) from Operations	50,085,701	36,016,855	14,068,846
Interest Income - Bond Funds	12,213,036	-	12,213,036
Interest Income - Other Funds	6,362,296	1,879,457	4,482,839
Interest Income - SDC	310,210	-	310,210
Contributions from Local Government	7,518,747	-	7,518,747
Interest Expense - Bonds	(40,791,150)	(40,826,279)	35,129
Federal Expenditures	(30,000)	-	(30,000)
Amortization of Discount, Premium and Issuance Costs	2,727,250	-	2,727,250
Defeasance due to bond refunding	(570,579)	-	(570,579)
Prior Year Adjustment	(297,029)	-	(297,029)
Legal settlements	15,246,047	-	15,246,047
Total non-operating revenues (expenses)	2,681,990	(38,946,822)	41,628,812
Net Income (Loss) before capital contributions	52,767,691	(2,929,967)	55,697,658
Capital Contributions			
Grants from US Government	13,812,738	30,000,000	(16,187,262)
Grants from GovGuam & Others	478,000	-	478,000
Total Capital Contributions	14,290,738	30,000,000	(15,709,262)
Change in Net Position	67,058,429	27,070,033	39,988,396
Debt Service Calculation			
Earnings From Operations	50,085,701	36,016,855	
System Development Charge	(1,386,574)	(1,165,000)	
Retiree COLA	706,100	708,515	
Interest/Investment Income	6,362,296	1,879,457	
Depreciation	28,173,113	29,996,235	
Rate Stabilization Fund	-	2,200,000	
Balance Available for Debt Service per Section 6.12	83,940,637	71,136,062	
Balance Available for Debt Service per PUC	83,940,637	71,136,062	
Debt Service			
Principal	37,852,093	26,887,093	
Interest	12,782,532	24,904,186	
Total	50,634,625	51,791,279	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.66	1.37	
Debt Service Coverage (1.32X) (PUC)	1.66	1.37	

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GUAM WATERWORKS AUTHORITY
Statement of Revenues, Expenses and Changes in Net Position
Comparative for the period ending September 30, 2026 and 2025

SCHEDULE E

	Year to Date Actual (Unaudited) September-26	Year to Date Actual (Audited) September-25	Variance Increase / (Decrease)
OPERATING REVENUES			
Water Revenues	92,938,240	88,565,038	4,373,202
Wastewater Revenues	58,574,734	52,175,055	6,399,679
Legislative Surcharge	4,685,245	4,245,333	439,912
Rate Stabilization Revenue Deferral	-	(9,500,000)	9,500,000
Other Revenues	1,075,325	709,295	366,030
System Development Charge	1,386,574	1,563,818	(177,244)
Total Operating Revenues	158,660,118	137,758,539	20,901,580
OPERATING AND MAINTENANCE EXPENSES			
Water Purchases	6,443,338	7,421,447	(978,109)
Power Purchases	16,428,072	19,917,470	(3,489,398)
Total Utility Costs	22,871,410	27,338,917	(4,467,507)
Salaries and Wages	26,116,981	24,088,685	2,028,296
Pension and Benefits	11,638,630	8,352,274	3,286,357
Total Salaries and Benefits	37,755,611	32,440,959	5,314,652
Capitalized Labor and Benefits	(4,183,165)	(3,526,881)	(656,284)
Net Salaries and Benefits	33,572,446	28,914,078	4,658,368
Administrative and General Expenses			
Sludge removal	1,445,574	1,336,335	109,239
Chemicals	2,404,334	2,615,143	(210,809)
Materials & Supplies	2,576,511	2,949,256	(372,744)
Transportation	931,596	738,450	193,146
Communications	82,207	131,982	(49,775)
Claims	91,622	84,431	7,191
Insurance	1,895,324	1,878,914	16,411
Training & Travel	400,949	489,052	(88,102)
Advertising	50,780	58,260	(7,480)
Miscellaneous	2,124,945	1,596,438	528,507
Regulatory Expense	389,654	212,101	177,552
Bad Debts Provision	1,013,704	2,004,924	(991,220)
Total Administrative and General Expense	13,407,201	14,095,286	(688,085)
Depreciation Expense	28,173,113	29,427,589	(1,254,475)
Contractual Expense			
Audit & Computer Maintenance	2,232,661	2,182,406	50,256
Building rental	849,434	586,377	263,057
Equipment rental	577,902	453,606	124,296
Legal	19,887	448,384	(428,497)
Laboratory	590,836	311,539	279,297
Other	1,834,497	2,007,291	(172,794)
Total Contractual Expense	6,105,217	5,989,602	115,615
Retiree Supp. Annuities and health care costs	3,738,929	6,072,813	(2,333,885)
Contribution to Government of Guam	706,100	757,500	(51,400)
Total Retiree Benefits	4,445,029	6,830,313	(2,385,285)
Total Operating Expenses	108,574,417	112,595,786	(4,021,369)
Earnings (Loss) from Operations	50,085,701	25,162,753	24,922,949
Interest Income - Bond Funds	12,213,036	7,263,854	4,949,182
Interest Income - Other Funds	6,362,296	5,553,756	808,540
Interest Income - SDC	310,210	298,963	11,247
Contributions from Local Government	7,518,747	800,448	6,718,299
Miscellaneous Non-Utility Expenses	-	(5,262,537)	5,262,537
Interest Expense - Bonds	(40,791,150)	(30,765,488)	(10,025,661)
Interest Expense - Leases and Subscription IT	-	(8,684)	8,684
Federal Expenditures	(30,000)		(30,000)
Loss on Asset Disposal	(6,839)	(727,968)	721,129
Amortization of Discount, Premium and Issuance Costs	2,727,250	(1,096,851)	3,824,101
Defeasance due to bond refunding	(570,579)	(111,671)	(458,908)
Prior Year Adjustment	(297,029)	(479,064)	182,035
Legal settlements	15,246,047	3,415,740	11,830,307
Insurance proceeds	-	659,567	(659,567)
Total non-operating revenues (expenses)	2,681,990	(20,459,935)	23,141,925
Net Income (Loss) before capital contributions	52,767,691	4,702,817	48,064,874
Capital Contributions			
Grants from US Government	13,812,738	12,528,954	1,283,784
Grants from GovGuam & Others	478,000	2,843,947	(2,365,947)
Total Capital Contributions	14,290,738	15,372,900	(1,082,162)
Change in Net Position	67,058,429	20,075,718	46,982,711
Debt Service Calculation			
Earnings From Operations	50,085,701	25,162,753	
System Development Charge	(1,386,574)	(1,563,818)	
Retiree COLA	706,100	757,500	
Interest/Investment Income	6,362,296	5,553,756	
Depreciation	28,173,113	29,427,589	
Legal expenses	-	448,384	
Pension and OPEB costs	-	(597,889)	
Balance Available for Debt Service per Section 6.12	83,940,637	59,188,274	
Balance Available for Debt Service per PUC	83,940,637	59,188,274	
Debt Service			
Principal	37,852,093	10,445,000	
Interest	12,782,532	28,835,087	
Total	50,634,625	39,280,087	
Debt Service Coverage (1.25X) - per Section 6.12 (Indenture)	1.66	1.51	
Debt Service Coverage (1.32X) (PUC)	1.66	1.51	

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GUAM WATERWORKS AUTHORITY SCHEDULE F
Statement of Cash Flows
FY2026

	Unaudited YTD Sep-26	Audited YTD Sep-25	Increase (Decrease)
Cash flow from operating activities:			
Cash received from customers	149,733,959	132,999,217	16,734,742
Cash payments to suppliers for goods and services	(40,492,949)	(49,434,193)	8,941,244
Cash payments to employees for services	(35,016,224)	(32,577,783)	(2,438,441)
Cash payments for retiree healthcare costs and other benefits	(4,445,029)	(4,565,086)	120,057
Net cash provided by (used for) operating activities	69,779,758	46,422,155	23,357,603
Cash flows from noncaptial financing activities:			
Legal proceeds	15,246,047	3,415,740	11,830,307
Net cash provided by (used for) noncapital financing activities	15,246,047	3,415,740	11,830,307
Cash flow from capital and related financing activities:			
Federal grants received - Capital	27,631,068	22,512,445	5,118,623
Acquisition of capital assets	(54,840,122)	(64,150,189)	9,310,067
Proceeds from disposals of capital assets	(6,839)	-	(6,839)
Proceeds from revenue bond issuances	-	269,286,740	(269,286,740)
Principal paid on revenue bond maturities	(10,965,000)	(10,445,000)	(520,000)
Interest paid on revenue bonds	(39,669,625)	(28,614,861)	(11,054,764)
Insurance proceeds	-	659,567	(659,567)
Net cash provided by (used for) capital and related financing activities	(77,850,518)	189,248,702	(267,099,220)
Cash flow from investing activities:			
Interest income received	18,885,543	13,309,186	5,576,357
Net cash provided by investing activities	18,885,543	13,309,186	5,576,357
Net change in cash and cash equivalents	26,060,830	252,395,783	(226,334,953)
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	586,893,269	560,832,440	26,060,829
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	50,085,701	25,162,754	24,922,947
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	28,173,113	29,427,589	(1,254,476)
Bad debts (recovery)	1,013,704	2,004,924	(991,220)
Capitalized labor and benefits	(4,183,165)	(3,526,882)	(656,283)
Non-cash pension costs	-	2,863,116	(2,863,116)
Non-cash OPEB costs	-	(2,265,227)	2,265,227
Regulatory deferral		9,500,000	
Other Non-cash adjusments	(297,029)	(3,709,940)	3,412,911
(Increase) decrease in assets:			
Receivables	(8,831,956)	(15,260,434)	6,428,478
Materials and supplies inventories	(582,022)	(1,975,019)	1,392,997
Prepaid expenses	(1,556,592)	5,109	(1,561,701)
Regulatory assets	-	3,174,728	(3,174,728)
Increase (decrease) in liabilities:			
Accounts payable	(497,230)	(1,669,305)	1,172,075
Accrued payroll and employee benefits	2,739,388	1,957,622	781,766
Compensated absences	-	768,671	(768,671)
Customers deposits	(94,203)	301,561	(395,764)
Due to grantor	-	699,551	(699,551)
Other liabilities	3,810,048	159,115	3,650,933
Collective total OPEB	-	4,530,454	(4,530,454)
Net pension liability	-	(5,726,232)	5,726,232
OPEB liability	-		-
Net cash provided by (used for) operating activities	69,779,758	46,422,155	23,357,603

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GUAM WATERWORKS AUTHORITY
Restricted and Unrestricted Cash Summary
FY2026

SCHEDULE G

Description	Unaudited September 30, 2026	Audited September 30, 2025	Increase (Decrease)
UNRESTRICTED			
Change Fund	2,000	2,000	-
Petty Cash	3,930	3,930	-
BOG Deposit Accounts	63,372,508	29,778,984	33,593,524
BOG O & M Reserve	16,410,353	15,858,170	552,184
BOG CapEx Fund	14,211,749	12,660,059	1,551,689
BOG Rate Stabilization Fund	19,950,000	10,450,000	9,500,000
Sub-total Unrestricted	**113,950,540**	**68,753,143**	**45,197,397**
RESTRICTED			
Bank Pacific	13,161	9,409	3,752
Bank of Hawaii	398,997	274,073	124,924
Community First FCU	1,086	1,751	(665)
First Hawaiian Bank	1,328	8,222	(6,895)
Bank Pacific Surcharge	200,444	302,974	(102,530)
Bank Pacific Escrow Deposit	1,381,026	1,347,321	33,706
BOG Customer Refunds	2,195,034	2,180,461	14,573
BOG Sewer Hookup Revolving Fund	2,351,857	2,278,951	72,907
BOG Operation and Maintenance Fund	2,151,815	3,083,482	(931,667)
BOG Revenue Trust	849,579	660,099	189,480
BOG Revenue Trust Fund	8,839,549	12,772,177	(3,932,628)
BOG Capital Improvement Revenue Fund	13,428,433	15,993,890	(2,565,458)
	31,812,307	**38,912,809**	**(7,100,502)**
BOG - SDC Deposit	1,339,167	754,334	584,834
BOG - SDC CDs	9,250,000	8,250,000	1,000,000
Total SDC	**10,589,167**	**9,004,334**	**1,584,834**
Total Restricted	**42,401,475**	**47,917,143**	**(5,515,668)**
Reserve Funds			
BOG Series 2013 Construction Fund	1,224,830	1,315,745	(90,916)
BOG Series 2016 Construction Fund	4,647,604	7,807,728	(3,160,123)
BOG Series 2017 Refunding Construction Fund	3,146,972	3,184,142	(37,170)
BOG Series 2020A Construction Fund	53,666,138	76,494,812	(22,828,674)
BOG Series 2025A Construction Fund	257,534,118	250,677,264	6,856,854
BOG CIF-Construction Fund Transfers	9,669,115	9,343,764	325,351
BOG Series 2025A COI Funds	-	73,682	(73,682)
Total Restricted - Held by Trustee	**329,888,777**	**348,897,136**	**(19,008,359)**
BOG OMRRRF Fund	23,300,857	23,300,857	-
USB Series 2016 Debt Service Fund	1,420,973	1,362,934	58,038
USB Series 2017 Debt Service Fund	1,559,918	1,485,212	74,706
USB Series 2020A Debt Service Fund	2,000,244	1,929,765	70,479
USB Series 2020B Debt Service Reserve Fund	1,331,345	1,284,405	46,940
USB Series 2024A Debt Service Fund	3,092,860	2,962,442	130,418
USB Series 2024B Debt Service Fund	1,881,468	1,782,255	99,213
USB Series 2025A Debt Service Fund	3,642,397	-	3,642,397
USB Series 2024A Debt Service Reserve Fund	42,304,256	41,343,585	960,671
USB Series 2025A Debt Service Reserve Fund	19,813,563	19,813,563	-
Total Investments	**100,347,881**	**95,265,017**	**5,082,863**
Total Restricted and Unrestricted Cash	**586,588,672**	**560,832,439**	**25,756,233**

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GUAM WATERWORKS AUTHORITY
Accounts Receivable - Government (Active) - CC&B
As of September 30, 2026

SCHEDULE H

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	30	252,375	337,584	-	-	-	589,959
Guam Int'l Airport Authority	8	63,856	61,215	57,157	99,514	51,003	332,745
Guam Housing & Urban Renewal Authority	10	7,741	-	-	-	-	7,741
Guam Solid Waste Authority	6	2,172	756	313	-	77	3,318
Port Authority Of Guam	6	1,848	-	-	-	-	1,848
Guam Housing Corporation	1	77	-	-	-	-	77
							-
Total Autonomous Agencies	**61**	**$ 328,069**	**$ 399,555**	**$ 57,470**	**$ 99,514**	**$ 51,080**	**$ 935,688**
Semi-Autonomous Agencies (Active)							
University Of Guam	48	59,196	671	55	-	-	59,923
Guam Memorial Hospital Authority	3	48,626	-	-	-	-	48,626
Guam Environmental Protection Agency	2	315	-	-	-	-	315
Total Semi-Autonomous Agencies	**53**	**$ 108,137**	**$ 671**	**$ 55**	**$ -**	**$ -**	**$ 108,864**
Line Agencies (Active)							
Dept Of Education	51	407,674	94,310	249,183	-	-	751,167
Dept Of Corrections	9	99,357	77,326	9,114	9,016	-	194,813
Dept Of Parks & Recreation	13	87,150	33,577	33,472	0	-	154,199
Dept Of Administration	6	23,724	12,980	9,515	4,979	12,657	63,855
Dept Of Public Works	9	44,663	-	-	-	-	44,663
Dept Of Agriculture	7	5,025	5,488	8,088	8,543	879	28,024
Dept Of Public Health & Social Services	7	6,536	4,686	789	-	-	12,011
Guam Police Department	9	10,499	-	134	84	165	10,882
Guam Fire Department	11	8,505	1,067	661	-	-	10,233
Guam Veterans Affairs Office	1	4,238	1,336	1,174	1,139	866	8,754
Dept Of Military Affairs/Guarng	1	5,575	-	-	-	-	5,575
Guam Homeland Security/Civil Defense	1	391	3,196	185	-	-	3,772
Office Of The Governor	2	1,761	1,870	-	-	-	3,631
Dept Of Youth Affairs	3	2,707	176	166	-	-	3,049
Dept Of Chamorro Affairs	9	2,028	45	-	-	-	2,073
Guam Visitors Bureau	2	884	-	-	-	-	884
Guam Public Library	6	719	-	-	-	-	719
Dept Of Customs & Quarantine	1	635	-	-	-	-	635
Dept Of Mental Health And Substance	2	481	-	-	-	-	
Guam Energy Office	1	468	-	-	-	-	
Total Line Agencies	**151**	**$ 713,021**	**$ 236,057**	**$ 312,481**	**$ 23,761**	**$ 14,567**	**$ 1,298,939**
Other Government of Guam Entities (Active)							
Mayors Council Of Guam	67	35,314	8,013	130	91	1,408	44,956
Superior Court Of Guam	2	1,874	-	-	-	-	1,874
Chalan Pago Mayor'S Office	1	-	173	171	123	-	467
Judiciary Of Guam	4	319	-	-	-	-	319
Total Other Government of Guam Entities	**69**	**$ 37,187**	**$ 8,013**	**$ 130**	**$ 91**	**$ 1,408**	**$ 46,829**
Total as of September 30, 2026 (Active)	**334**	**$ 1,186,415**	**$ 644,296**	**$ 370,136**	**$ 123,366**	**$ 67,056**	**$ 2,390,320**

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GUAM WATERWORKS AUTHORITY
Accounts Receivable Aging Summary by Rate Class
As of September 30, 2026

SCHEDULE I

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	459	$ 7,908,488	$ 667,207	$ 370,973	$ 124,066	$ 94,179	$ 9,164,913	27%
Agriculture	403	47,226	11,862	6,884	2,229	57,803	126,004	0%
Commercial I	2,753	2,761,111	158,560	111,417	73,486	659,109	3,763,683	11%
Commercial II	53	399,623	24,370	46,220	59,409	402,642	932,264	3%
Commercial III	303	707,632	56,828	98,630	92,222	608,191	1,563,502	5%
Golf Course	14	5,380	-	-	-	6,157	11,537	0%
Hotel	52	2,485,074	119,630	157,529	95,315	1,360,660	4,218,207	12%
Irrigation	27	(2,155)	750	308	267	212	(617)	0%
Residential	45,835	5,931,782	1,141,159	827,681	591,911	5,993,198	14,485,732	42%
	49,899	**$ 20,244,161**	**$ 2,180,366**	**$ 1,619,642**	**$ 1,038,904**	**$ 9,182,150**	**$ 34,265,223**	**100%**
		59%	**6%**	**5%**	**3%**	**27%**		

Less Allowance for Doubtful Accounts: (10,080,615)
Net Accounts Receivable: **24,184,609**

Days Receivables Outstanding 47

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	456	$ 7,901,869	$ 667,207	$ 370,307	$ 123,489	$ 93,801	$ 9,156,673	32%
Agriculture	385	47,226	11,862	6,809	2,197	10,550	78,643	0%
Commercial I	2,625	2,758,422	156,774	109,066	70,969	395,566	3,490,797	12%
Commercial II	39	399,623	24,370	46,220	59,409	248,126	777,748	3%
Commercial III	289	707,432	53,547	98,630	92,222	541,356	1,493,188	5%
Golf Course	12	5,380	-	-	-	-	5,380	0%
Hotel	51	2,485,074	119,630	157,529	95,315	1,190,955	4,048,502	14%
Irrigation	26	(2,155)	750	308	267	-	(829)	0%
Residential	39,179	5,653,212	1,054,320	678,166	443,772	1,591,326	9,420,795	33%
	43,062	**$ 19,956,084**	**$ 2,088,461**	**$ 1,467,034**	**$ 887,639**	**$ 4,071,680**	**$ 28,470,897**	**100%**
		70%	**7%**	**5%**	**3%**	**14%**		

Less Allowance for Doubtful Accounts: (10,080,615)
Net Accounts Receivable: **18,390,282**

As of August 31, 2026 (0)

ACTIVE AND INACTIVE

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	458	$ 6,944,320	$ 754,484	$ 178,271	$ 68,009	$ 89,207	$ 8,034,290	25%
Agriculture	405	44,518	9,146	2,535	2,213	57,715	116,126	0%
Commercial I	2,765	2,148,345	305,613	98,250	51,654	735,389	3,339,252	10%
Commercial II	54	388,362	74,213	59,409	38,403	374,239	934,626	3%
Commercial III	306	758,394	124,681	99,286	74,323	570,706	1,627,389	5%
Golf Course	14	16,696	38	-	-	6,157	22,891	0%
Hotel	52	2,475,206	199,490	104,743	101,633	1,261,760	4,142,831	13%
Irrigation	27	(2,692)	845	267	-	212	(1,368)	0%
Residential	47,079	5,379,742	1,249,526	761,557	547,728	6,627,235	14,565,788	44%
	51,160	**$ 18,152,890**	**$ 2,718,037**	**$ 1,304,318**	**$ 883,962**	**$ 9,722,619**	**$ 32,781,825**	**100%**
		55%	**8%**	**4%**	**3%**	**30%**		

Less Allowance for Doubtful Accounts: (9,964,472)
Net Accounts Receivable: **22,817,353**

Days Receivables Outstanding 42

ACTIVE ONLY

Rate Class	No. of Accounts	Current	31 - 60 days	61 - 90 days	91 - 120 days	Over 120 days	Total	
		AGING						
Government	457	$ 6,944,320	$ 753,818	$ 177,694	$ 67,631	$ 89,207	$ 8,032,669	29%
Agriculture	384	44,518	9,071	2,503	2,160	9,522	67,774	0%
Commercial I	2,618	2,145,254	303,642	95,871	49,369	384,483	2,978,618	11%
Commercial II	39	388,362	74,213	59,409	38,403	219,723	780,110	3%
Commercial III	291	754,980	124,681	99,286	72,745	501,493	1,553,185	6%
Golf Course	12	16,696	38	-	-	-	16,734	0%
Hotel	51	2,475,206	199,490	104,743	101,633	1,092,055	3,973,127	14%
Irrigation	26	(2,692)	845	267	-	-	(1,580)	0%
Residential	40,602	5,537,429	1,189,688	675,153	480,439	2,460,438	10,343,146	37%
	44,480	**$ 18,304,072**	**$ 2,655,486**	**$ 1,214,926**	**$ 812,379**	**$ 4,756,921**	**$ 27,743,784**	**100%**
		66%	**10%**	**4%**	**3%**	**17%**		

Less Allowance for Doubtful Accounts: (9,964,472)
Net Accounts Receivable: **17,779,312**

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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
August 31, 2026	$ 2,606,664	$ 159,385	$ 113,469	$ 115,482	$ 202,670	**$ 3,197,671**	
	82%	5%	4%	4%	6%	**100%**	32
July 31, 2026	$ 3,420,634	$ 62,773	$ 17,616	$ 1,943	$ 689,596	**$ 4,192,563**	
	82%	1%	0%	0%	16%	**100%**	35
June 30, 2026	$ 3,420,634	$ 62,773	$ 17,616	$ 1,943	$ 689,596	**$ 4,192,563**	
	82%	1%	0%	0%	16%	**100%**	35

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM WATERWORKS AUTHORITY
WATER DEMAND BY RATE CLASS
FY2015 - FY2026

SCHEDULE K

		AUDITED										UNAUDITED	
CLASS		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	3,026,475
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	837,978
F	Federal	1,168	1,180	2,508	1,813	1,602	1,338	2,069	1,389	1,099	1,317	35,624	46,616
G	Government	515,974	475,366	448,430	450,165	405,980	408,502	404,026	470,581	445,116	462,968	411,346	409,424
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	619,815
G	Golf	6,850	6,770	5,252	2,741	2,793	5,835	2,855	3,796	6,415	158	6,449	2,689
A	Agriculture	67,376	78,628	69,482	81,127	90,803	84,492	68,805	65,719	49,748	59,551	57,761	53,437
I	Irrigation	10,385	11,351	10,143	8,504	7,896	8,654	5,404	4,888	3,242	3,460	3,397	3,102
	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	4,999,536

GUAM WATERWORKS AUTHORITY **SCHEDULE L**
System Development Charges Project Status
As of September 30, 2026

Funding Summary

Total available project funds	$	22,446,081
Total project expenditures and encumbrances		12,204,672
Total unobligated project funds	**$**	**10,241,409**

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	280,040	-	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
	$ 12,197,103	**$ 7,569**	**$ 12,204,672**

Future planned projects

Water & Wastewater Hydraulic Modeling	2,145,556
Adacao Construction	4,492,186
	$ 6,637,742

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 02-FY2027 (GWA) / FY2027-06 (GPA)
Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

What is the project's objective and is it necessary and urgent?
The resolution sets uniform procedures for Commissioners to attend and vote remotely by video teleconference. It implements 5 GCA § 43121 and CCU Standing Rule 1.2.5.8. It is necessary because 5 GCA § 43121(c) provides that boards and commissions shall develop rules governing the use of video teleconferencing for their members, and CCU Standing Rule 1.2.5.8 authorizes the establishment of procedures for electronic voting. It also helps Commissioners who cannot be physically present take part, keeps Commission business moving, and ensures every vote is documented in the official record.

Where is the location?
Not applicable. This is a Commission governance and procedural resolution

How much will it cost?
No Cost.

When will it be completed?
The resolution takes effect immediately upon adoption by the CCU.

What is the funding source?
Not Applicable.

The RFP/BID responses (if applicable):
Not Applicable.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. 02-FY2027 / GPA RESOLUTION NO. FY2027-06

RELATIVE TO AUTHORIZING AND ADOPTING RULES AND PROCEDURES FOR VIRTUAL ATTENDANCE AND ELECTRONIC VOTING FOR COMMISSIONERS OF THE CONSOLIDATED COMMISSION ON UTILITIES

WHEREAS, the Consolidated Commission on Utilities ("CCU" or "Commission") was established pursuant to Chapter 79 of Title 12, Guam Code Annotated, and is vested with the powers and duties governing the Guam Power Authority and the Guam Waterworks Authority; and

WHEREAS, pursuant to 12 GCA § 79101, the Commission is authorized to adopt rules and regulations governing the conduct of its affairs; and

WHEREAS, pursuant to 5 GCA § 43121(a), members of boards and commissions may participate in regular and special meetings through video teleconferencing, subject to applicable statutory requirements, and participation through video teleconference may satisfy the requirements for a quorum; and

WHEREAS, 5 GCA § 43121(c) further provides that boards and commissions shall develop rules and regulations governing the use of video teleconferencing for their members, in addition to compliance with other requirements in accordance with their individual missions and functions, consistent with the Open Government Law and applicable law; and

WHEREAS, 5 GCA § 43121(d) expressly provides that executive sessions and due process hearings shall not be conducted via video teleconferencing; and

WHEREAS, the CCU has adopted Standing Rules governing the meetings and conduct of business of the Commission, including Rule 1.2.5, governing voting by members of the CCU; and

WHEREAS, Rule 1.2.5.8 of the CCU Standing Rules specifically addresses "Electronic Voting" and authorizes the CCU Committee on Rules to establish procedures for electronic voting by members of the CCU who are not physically present but are able to participate; and

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WHEREAS, the CCU defines "electronic voting" as the contemporaneous casting of an "aye" or "nay" vote by a Commissioner participating through video teleconferencing pursuant to 5 GCA § 43121 during a duly noticed and properly convened Commission meeting, either by audible roll, video call or through an approved nonanonymous electronic voting mechanism to include private text messages, and direct messages shall constitute votes under this Resolution; and

WHEREAS, a member seeking to participate remotely shall submit a written request to the Chairperson via email, text message or direct message, in accordance with 5 GCA § 43121(a), which request and its disposition shall be documented and attached to the minutes of the meeting, and remote participation shall be subject to all applicable statutory requirements; and

WHEREAS, the Commission recognizes that members who are legally authorized to participate through video teleconference pursuant to 5 GCA § 43121, or through such other remote means as expressly authorized by applicable law, are participating members of a duly noticed meeting and, consistent with the CCU Standing Rules, shall be permitted to participate in the business of the Commission and vote on matters properly before the Commission, subject to the same applicable voting requirements and limitations governing members participating in person; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall be permitted only in connection with a duly noticed and properly convened regular or special meeting of the Commission, and only when the member participating remotely is legally authorized to do so, is participating through an authorized video teleconference means, and is able to hear and participate in the proceedings; and

WHEREAS, the Commission establishes that electronic voting shall not alter the voting obligations, voting thresholds, or limitations imposed by applicable law or the CCU Standing Rules. Each participating Commissioner shall vote "aye" or "nay" when a vote is called, unless barred from voting by public law or excused from voting for cause in accordance with 5 GCA § 43120(b) and CCU Standing Rule 1.2.5.3.; and

WHEREAS, the Commission establishes that the Commission Secretary, or such other person as may be designated by the Commission, shall administer the electronic voting process and shall provide members participating remotely with access to the electronic voting mechanism,

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which shall permit the casting of an affirmative, negative, abstaining, or other vote authorized under the applicable voting rules; and

WHEREAS, the Commission establishes that reasonable procedures shall be maintained to verify the identity of each member casting an electronic vote and to ensure that each electronic vote is accurately recorded, preserved, and reflected in the final vote of the Commission; and

WHEREAS, the Commission establishes that electronic voting shall not be conducted as a secret or anonymous ballot, and the identity and vote of each member shall be ascertainable and included in the official meeting record to the extent required by applicable law; and

WHEREAS, the Commission establishes that the minutes of each meeting shall identify members participating through video teleconferencing and shall record electronically cast votes in the same manner as votes cast by members physically present, subject to applicable law and the CCU Standing Rules; and

WHEREAS, the Commission recognizes that technical interruptions may occur during virtual participation and establishes that, if a technical failure prevents a remotely participating member from casting an electronic vote, the Chairperson may provide a reasonable alternative means for the member to communicate the member's vote, including verbally through the meeting's authorized video teleconference platform, provided that the member remains legally authorized to participate remotely, remains a participant in the duly noticed meeting, remains able to hear and participate in the proceedings, and the vote can be reliably attributed to that member; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall not diminish any public access, notice, participation, or transparency requirement imposed by the Open Government Law or other applicable law, and shall not be used to conduct Commission business outside a properly noticed and convened meeting; and

WHEREAS, the Commission authorizes the Commission Secretary, in consultation with the Chairperson, General Counsel, and applicable technology personnel, to implement such technical and administrative procedures as are reasonably necessary to implement these requirements, including procedures for member authentication, access to the electronic voting platform, verification and preservation of votes, and the handling of technical interruptions; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, all such technical and administrative procedures shall be consistent with 5 GCA § 43121, including subsection (d), the Open Government Law, the CCU Standing Rules, and all other applicable laws and regulations; and

WHEREAS, nothing herein shall be construed to authorize a CCU member to cast an electronic vote when the member is not participating in a duly noticed Commission meeting, or to authorize Commission action outside a meeting when applicable law or the CCU Standing Rules require such action to occur at a duly noticed meeting; and

WHEREAS, nothing herein shall be construed to authorize virtual participation or electronic voting in connection with an executive session or due process hearing that may not lawfully be conducted via video teleconferencing pursuant to 5 GCA § 43121(d), or to expand the authority otherwise provided by law for remote participation by members of the Commission; and

WHEREAS, the Commission finds that establishing clear and uniform procedures for virtual attendance and electronic voting will facilitate meaningful participation by CCU members who cannot be physically present, promote continuity of Commission business, provide a reliable and transparent means for remote members to exercise their voting rights, and ensure that all votes are properly documented and preserved as part of the official record of Commission proceedings.

NOW BE IT THEREFORE RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES, THAT the foregoing procedures governing remote participation and electronic voting by members of the Consolidated Commission on Utilities are hereby adopted and established pursuant to 5 GCA § 43121, 12 GCA § 79101, CCU Standing Rule 1.2.5.8, and all other applicable law and rules of the Commission.

BE IT FURTHER RESOLVED, that the Chairperson, Secretary, General Counsel, and such other officers or personnel as may be necessary are authorized to take all actions reasonably necessary to implement this Resolution consistent with CCU Standing Rule 1.2.5.8 and the procedures adopted herein.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Consolidated Commission on Utilities.

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 03-FY2027
Relative to Authorizing Additional Funding for Guam Waterworks Authority (GWA) Invitation for Bid (IFB) 2022-12 Upper Tumon Security Services and petition the PUC for contract approval.

What is the project's objective and is it necessary and urgent?
GWA IFB 2022-12 provides on-site security guards at the GWA Upper Tumon Customer Service Center, both inside the customer service center and on the exterior compound, to protect GWA customers, employees, and assets. The request is necessary and urgent because the cumulative contract costs are projected to exceed the $1,000,000.00 authorization in November 2026, and CCU and PUC approval of additional funds is needed for GWA to continue paying for these services through the end of the contract on May 3, 2027.

Where is the location?
GWA Upper Tumon Customer Service Center and its exterior compound.

How much will it cost?
An additional $110,000.00 to cover the remainder of the final contract year (May 4, 2026 – May 3, 2027) of the GWA IFB 2022-12 contract, increasing the total contract amount from $1,000,000.00 to not more than $1,110,000.00. The projected total contract cost is $1,106,744.34 (Exhibit B).

When will it be completed?
May 3, 2027 (end of the maximum five-year contract term)

What is the funding source?
GWA FY2027 Operations & Maintenance budget (revenue funds)

The RFP/BID responses (if applicable):
N/A. This request is for additional funding under the existing contract awarded to Pacific Island Security Agency through GWA IFB 2022-12 in May 2022; no new solicitation was issued.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. 03-FY2027

RELATIVE TO AUTHORIZING ADDITIONAL EXPENDITURES FOR SECURITY SERVICES WITH PACIFIC ISLAND SECURITY AGENCY (PISA) UNDER GWA IFB 2022-12 AND AUTHORIZING GWA TO SEEK THE APPROVAL OF THE PUBLIC UTILITIES COMMISSION FOR CONTRACT COSTS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00)

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 entered into a contract with Pacific Island Security Agency ("PISA") commencing May 4, 2022, for security services at the GWA Upper Tumon Customer Service Center for a base term of three (3) years as a result of a formal procurement titled GWA Invitation for Bid (IFB) 2022-12; and

WHEREAS, the PISA contract provides for up to two (2) consecutive one (1)-year extensions beyond the base term, for a maximum contract term of five (5) years, each contingent on the availability of funds (See Exhibit A); and

WHEREAS, GWA exercised the first one (1)-year extension for the period May 4, 2025, through May 3, 2026 (See Exhibit A), and the second and final one (1)-year extension for the period May 4, 2026, through May 3, 2027; and

WHEREAS, in November 2026, cumulative expenditures under the contract are projected to exceed the One Million Dollar ($1,000,000) authorization (See Exhibit B); and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the contract under GWA IFB-2022-12 expires on May 3, 2027, at the end of its maximum five (5)-year term; and

WHEREAS, the total projected contract cost through May 3, 2027, is One Million One Hundred Six Thousand Seven Hundred Forty-Four Dollars and Thirty-Four Cents ($1,106,744.34) (See Exhibit B), and GWA is requesting an additional One Hundred Ten Thousand Dollars ($110,000.00), for a total contract amount not to exceed One Million One Hundred Ten Thousand Dollars ($1,110,000.00), to cover the remainder of the contract; and

WHEREAS, pursuant to the Contract Review Protocol established by the Guam Public Utilities Commission ("PUC") for GWA, contracts with costs exceeding One Million Dollars ($1,000,000.00) require PUC review and approval.

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 payment for security services currently provided by PISA under GWA IFB 2022-12 is reasonable, prudent, and necessary.
3. The CCU hereby authorizes GWA to expend an additional amount not to exceed One Hundred Ten Thousand Dollars ($110,000.00) for security services provided by PISA through May 3, 2027, for a total contract amount not to exceed One Million One Hundred Ten Thousand Dollars ($1,110,000.00), subject to PUC approval.
4. GWA management is hereby authorized to petition the PUC for approval of contract costs under GWA IFB 2022-12 exceeding One Million Dollars ($1,000,000.00)

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Docusign Envelope ID: 4EAABA55-2000-4173-AEDE-86DA2B28C9DC

EXHIBIT A

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

October 16, 2025

Pacific Island Security Agency
Attn: Ms. Baby Kallingal
Vice President
P.O. Box 21412
Barrigada, Guam 96921

Re: Contract Renewal for IFB 2022-12 Security Services (Upper Tumon)

Dear Ms. Baby Kallingal,

Regarding Invitation for Bid (IFB) 2022-12, a contract for the procurement of Security Services was successfully secured by GWA and Pacific Island Security Agency. The acknowledgment of the initial written contract took place on May 4, 2022, wherein the following provision was included.

SECTION I – CONTRACT TIME SECTION I – CONTRACT TIME

> The contract between GWA and the Contractor commenced on May 4, 2022, with a base contract period of three (3) years. The contract includes provisions for extension, allowing for up to two (2) consecutive one-year renewals beyond the base term, for a maximum contract term of five (5) years. GWA, at its sole discretion, will determine the total contract length and whether renewal options will be exercised. Each contract extension is contingent upon the availability of funds.

In accordance with the contract terms, GWA intends to exercise a one (1) year contract extension, effective from May 4, 2025, through May 3, 2026.

To confirm your acceptance of this extension, please sign in the designated space below and return the signed document to our office within ten (10) days.

Should you have any questions or need further clarification, please do not hesitate to contact us.

Sincerely,

Thomas F. Cruz, P.E.
Acting General Manager

Company: Pacific Island Security Agency

Signed: _____

Print Name: Baby S Kallingal Date: 10/20/2025

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EXHIBIT B

Guam Waterworks Authority
Multi-Year Contract Tracking Details

IFB or RFP reference:	IFB 2022-12
Description:	Upper Tumon Office Security Services
Awarded to:	V#22197 - Pacific Island Security Agency

Purchase Order	Year	Period	Encumbrance	Expenditure
501256	1	5/04/22 - 09/30/22 (5 mo.)	$ 85,320.64	$ 84,499.84
501939	1/2	10/01/22 - 09/30/23	$ 222,856.08	$ 222,791.13
502799	2/3	10/01/23 - 09/30/24	$ 222,856.08	$ 222,856.08
800112	3/4	10/01/24 - 09/30/25	$ 222,856.08	$ 222,856.08
900099	4/5	10/01/25 - 09/30/26	$ 222,856.08	$ 222,856.08
900099	5	10/01/26 - 05/03/27 (7 mo.)	$ 129,999.38	$ 129,999.38
			$ 1,106,744.34	**$ 1,105,858.59**

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CELEBRATING 30 YEARS
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Issues for Decision

Resolution No. 04- FY2027
Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity for Water and Wastewater Hydraulic Modeling for Duenas, Camacho, & Associates, Inc.

What is the project's objective and is it necessary and urgent?
The purpose of Task Order No. 2 is to bring in the services of SewerAI and CAN-EX for our sewer collections system to support collection of data, field verification and maintenance.

SewerAI will provide GWA with a cloud-based platform for sewer inspection data collected through closed-circuit television (CCTV) with unlimited cloud storage and AI-assessment tools to facilitate rapid and accurate assessment of the data collected and stored. SewerAI's AI-assisted process helps with rapid assessments, in particular for the NASSCO Pipeline Assessment Certification Program (PACP) Level II inspections. With the use of AI for a quick turn around assessment, it allows our operators to concentrate more on problem areas.

CAN-EX allows GWA to conduct 360-degree CCTV on the collection sewer lines at the same time as the lines are being cleaned and then upload and inspect the videos onsite. The operators onsite can then forward a QR code of the 360-degree video of the sewerline for inspection by a supervisor or manager while still onsite. This will assist GWA Operations in streamlining the process of inspections when cleaning as well as allow easy viewing of the videos in near real time.

Both technologies assist GWA with addressing short falls on the CCTV and inspection side when working to meet Partial Consent Decree requirements.

Where is the location?
The project site is the GWA sewer collection system throughout the island.

How much will it cost?
GWA Management seeks CCU approval for Amendment No. 1 to the Owner-Engineer Agreement under the IDIQ contract to include the new Task Order No. 2 with DCA.

The current authorized IDIQ Owner-Engineer Agreement with DCA is approved for Eight Hundred Eleven Thousand Eight Hundred Twelve Dollars and Twenty Cents ($811,812.20).

GWA Management seeks CCU approval for Task Order No. 2 in the amount of One Million Ninety Thousand Six Hundred Ten Dollars and Zero Cents ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50).

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GWA Management seeks CCU approval to increase the total authorized amount of the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70).

When will it be completed?
This contract for Task Order No. 2 with Sewer AI and CAN-EX is for three years from the start of the contract.

What is the funding source?
The funding for this is available through Internally Funded Capital Improvement Program (IFCIP) funds, System Development Charge Funds, and Bond funds.

The RFP/BID responses (if applicable):
NA

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 04-FY2027

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY FOR WATER AND WASTEWATER HYDRAULIC MODELING FOR DUENAS, CAMACHO, & ASSOCIATES, INC.

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

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

WHEREAS, Water Resources Master Plan (WRMP) was developed for GWA in 2006 as a requirement of the Stipulated Order entered as a result of a complaint filed by the United States Environmental Protection Agency (USEPA); and

WHEREAS, as part of the 2006 WRMP, GWA developed computer models of water and wastewater systems for planning and design purposes to assist with hydraulic evaluation, assessments, and analysis required for capital improvement projects (CIP), utilizing GWA's Geographic Information System (GIS); and

WHEREAS, as part of the 2024 Partial Consent Decree (PCD), updates to the wastewater hydraulic model for proper capacity evaluation and planning are needed; and

WHEREAS, GWA's wastewater system hydraulic model and GIS require continuous updates, with metering, field verification, data collection, and maintenance; and

WHEREAS, On November 15, 2022, GWA issued a Request for Proposal (RFP-02-ENG-2023) for Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Wastewater

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Hydraulic Modeling / GIS Support Services, and on April 20, 2026, entered into a contract agreement with Duenas, Camacho, and Associates, Inc. (DCA), and on September 14, 2026, signed Task Order No. 1 for support for hydraulic model services (See Exhibit A – IDIQ Hydraulic Model DCA TO1 Agreement); and

WHEREAS, to support the additional collection of data, field verification, and maintenance of GWA's wastewater collection system, and assist with completing PCD requirements, GWA worked with DCA to negotiate services for Sewer AI and CAN-EX in the amount of One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00); and

WHEREAS, Sewer AI services will provide GWA with a cloud-based platform for sewer inspection data collected through closed-circuit television (CCTV) with unlimited cloud storage and AI-assessment tools to facilitate rapid and accurate assessment of the data collected and stored; and

WHEREAS, as part of the PCD, paragraph 34, GWA is required to clean 60 unique miles each year; and

WHEREAS, to assist with the collection of CCTV in an efficient and timely manner, CAN-EX allows GWA to conduct 360-degree CCTV on the collection sewer lines at the same time as the lines are cleaned, and upload and inspect the videos onsite; and

WHEREAS, to accomplish the work required by the PCD, GWA negotiated with DCA to provide a Task Order No. 2 for Sewer AI and CAN-EX services (See Exhibit B – IDIQ Hydraulic Model DCA TO2 Scope and Fee); and

WHEREAS, GWA Management seeks CCU approval for Amendment No. 1 to the Owner-Engineer Agreement under the IDIQ contract to include the new Task Order No. 2 with DCA; and

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WHEREAS, the current IDIQ Owner-Engineer Agreement with DCA is approved for Eight Hundred Eleven Thousand Eight Hundred Twelve Dollars and Twenty Cents ($811,812.20); and

WHEREAS, GWA Management seeks CCU approval for Task Order No. 2 in the amount of One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50); and

WHEREAS, GWA Management additionally seeks CCU approval to increase the total authorized amount of the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70); and

WHEREAS, funding for this project will be through Internally Funded Capital Improvement Program (IFCIP) funds, System Development Charge Funds, and Bond funds, by task order; and

WHEREAS, GWA Management seeks CCU approval to notify Public Utilities Commission as appropriate under the Contract Review Protocol.

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 the requested funding authorization for the Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Wastewater Hydraulic Modeling / GIS Support Services for Duenas, Camacho, and Associates, Inc., necessary to assist with Partial Consent Decree requirements, and to execute the Contract Amendment No. 1 and Task Order No. 2.

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3. The CCU hereby approves funding for Task Order No. 2 for One Million Ninety Thousand Six Hundred Ten Dollars ($1,090,610.00), plus a five percent (5%) contingency of Fifty-Four Thousand Five Hundred Thirty Dollars and Fifty Cents ($54,530.50), for a total authorized Task Order No. 2 amount of One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50).
4. The CCU hereby authorizes GWA management to increase the total authorized funding for the Owner-Engineer Agreement by One Million One Hundred Forty-Five Thousand One Hundred Forty Dollars and Fifty Cents ($1,145,140.50), for a new total authorized funding amount of One Million Nine Hundred Fifty-Six Thousand Nine Hundred Fifty-Two Dollars and Seventy Cents ($1,956,952.70).
5. The CCU hereby further approves the use of Bond funds.
6. The CCU further authorizes management to notify the Public Utilities Commission as appropriate under the Contract Review Protocol.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

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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: _____

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ATTACHMENT 1
TASK ORDER FORM

EXHIBIT A

Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling
Task Order No. [01], consisting of 05 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:	[9/14/2026]
b.	Owner:	Guam Waterworks Authority
c.	Engineer:	Duenas, Camacho and Associates, Inc.
d.	Specific Project (title):	Task Order #1: Software Support, Data Collection and Verification, Provide Equipment
e.	Specific Project (description):	Purchase and provide new software; gather, review, and field verify existing data for model update and calibration; purchase and provide equipment

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, 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: ***None***

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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	**Scope of Work 1 and 2, Task 2 (Software Support): Furnish water and wastewater modeling software to Owner.**	**Within 30 days of Owner's direction to purchase software.**
Engineer	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Furnish compiled system data to Owner.**	**Within 90 days of Owner's request to perform data collection.**
Owner	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Submit comments regarding the compiled system data to Engineer.**	**Within 30 days of the receipt of deliverables from Engineer.**
Engineer	**Scope of Work 1 and 2, Task 3 and 4 (Data Collection and Verification): Furnish final compiled system data to Owner.**	**Within 14 days of the receipt of Owner's comments.**
Engineer	**Scope of Work 1 and 2, Task 9 (Provide Equipment): Furnish equipment to Owner.**	**Within 30 days of Owner's request to provide equipment.**

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. Scope of Work 1 & 2, Task 1, Task Management		
a. Project Management	$26,520.00	Time and Material
b. Project Setup	$47,634.00	Time and Material
2. Scope of Work 1, Water Hydraulic Model		
a. Task 3, Data Collection and Verification	$216,048.00	Time and Material
3. Scope of Work 2, Wastewater Hydraulic Model		
a. Task 3, Data Collection and Verification	$196,296.00	Time and Material
4. Scope of Work 1 & 2, Task 2, Software Support	$23,000.00	Time and Material
5. Scope of Work 1 & 2, Task 9, Provide Equipment		
a. Data collection equipment	$84,138.00	Time and Material
b. Traffic control equipment	$46,000.00	Time and Material
c. Coordination	$6,188.00	Time and Material
TOTAL COMPENSATION (lines 1-5) *	$ 645,824.00	

* Engineer may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Owner.

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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.

7. Consultants retained as of the Effective Date of the Task Order: "NOT APPLICABLE."

8. Other Modifications to Agreement and Exhibits: "NOT APPLICABLE."

9. Attachments: Exhibit A and Appendix B – Costs, Assumptions, and Schedule

10. Other Documents Incorporated by Reference: Appendix A - Project Scope of Work

11. Terms and Conditions "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 [9/14/2026].

OWNER: Guam Waterworks Authority	ENGINEER: Duenas, Camacho and Associates, Inc.
By: [signature] 9/14/2026	By: [signature] 9/9/2026
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: Kenneth M. Rekdahl, P.E.
Title: General Manager	Title: Vice President
	Engineer License or Firm's Certificate No. (if required):
	State of: Territory of Guam
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name:
Title:	Title:

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Address: _____

E-Mail Address: _____

Phone: _____

Address: _____

Email Address: _____

Phone: _____

Engineering Department Approval:

By: _____ 9/8/2026

BRETT RAILEY, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available: _____

By: _____ 9/14/2026

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____ 9/9/2026

THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Task Order Amount: $ **645,824**
Contingency: $ **-0-**
Amount Certified: $ _____
Funding Source: MP-GEN-MISC-01 (B2025) **$645,824.00**

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This is **EXHIBIT A,** consisting of [1] pages, referred to in and part of **Task Order** No. [**01**].

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal – inserted below

GWA ID/IQ for Water and Wastewater Hydraulic Modeling

Duenas, Camacho and Associates, Inc.

Task Order #1: Software Support, Data Collection and Verification, Provide Equipment

Date: July 29, 2026

The scope of work for this task order will include the following items from the attached Appendix A, Project Scope of Work:

- Scope of Work 1, Water Hydraulic Model
  - Task 1, Task Management
  - Task 2, Software Support
  - Task 3, Data Collection and Verification
  - Task 9, Provide Equipment

- Scope of Work 2, Wastewater Hydraulic Model
  - Task 1, Task Management
  - Task 2, Software Support
  - Task 3, Data Collection and Verification
  - Task 9, Provide Equipment

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Appendix A - Project Scope of Work

SCOPE OF WORK 1 – Water Hydraulic Model

Task 1: Task Management

The Engineer will manage the scope, schedule, and budget associated with the work described in the issued Task Orders to ensure that the work is managed in a manner that meets contract requirements. This includes, but is not limited to, subcontractor management, management of documents, changes and risks, and quality assurance and control. This task will include progress conference calls or status updates as needed by the Engineer or GWA, or meetings, consultations, and discussions between Engineer and GWA personnel to review project progress, issues to be resolved, specific modeling use and scenario analysis, etc. This task covers effort associated with the internal quality control and technical review process, administering the contract, requests for payment, and financial monitoring. Internal checking or peer review of all deliverables will also be performed. The Engineer will manage the scope, schedule, and budget and coordinate communication with GWA.

The Engineer will coordinate with GWA and others to maintain data flow from the field to GWA. This includes 1-2 meeting(s) per month (or as needed).

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

Task 2: Software Support

The Engineer will assist GWA in procurement of a new GWA approved water modeling software.

GWA will own the new software licenses and pay annual maintenance subscriptions on the software.

Deliverables: Purchase and provide new software to GWA.

Task 3: Gather, review, and field verify existing data

This task will include collecting, reviewing and field verifying data that's needed to update the Water model. This will include model facilities as described below.

Model facilities. The Engineer will research, identify, gather, field investigate, verify, compile, and review existing water system and infrastructure data to update the model. Data will also be collected from the District Metering Area (DMA) program and through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as water pressure zone boundaries, water PRV settings and status (active or bypassed), water tank dimensions, water wells and the WTP, and water pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as

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related to system hydraulics).

GWA will provide current water system and infrastructure data.

GWA will provide locations for data collection and/or field verification(s) to the Engineer. In addition to these locations, the Engineer will develop a systematic approach to data collection for GWA review and concurrence.

Deliverables: Compiled field data needed to update the model.

Task 4: Model Calibration

Water model calibration will include:

- GWA will provide the Engineer with a field-testing plan for collecting field data to calibrate the water model. The plan will include placing loggers throughout the water system and performing hydrant flow tests (in areas that have well defined pressure zones boundaries). The plan will also take into account the availability of flow and pressure data available from the new meters being placed at tanks, flow meters, and wells.
- The Engineer will work with GWA operations staff to perform the field testing detailed in the field-testing plan.
- After sufficient field data is collected by the Engineer, model calibration will be done by others.

Deliverables: Compiled field data needed to calibrate the model.

Task 7: Water Valve Inventory

The Engineer will develop an inventory of all main line valves in GWA's water system. The inventory will be developed by reviewing GIS data, as-built drawings, and through interviews and discussions with GWA engineering and operations staff, and field verification. The inventory will be added to a database in software like Microsoft Excel or in a GIS database. The database will include the following: (1) unique valve identifier, (2) location, (3) date installed, (4) valve size, (5) number of turns, (6) type of valve, and (7) status (normally open, closed, or throttled), and any other valve information that should be recorded. The Engineer will develop the valve inventory database.

GWA will provide information about the water system valves.

Deliverables: Valve inventory.

Task 8: Hydraulic Principles Training

The Engineer will set up, and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

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GWA will provide conference room for training sessions.

Deliverables: Training sessions, training materials.

Task 9: Provide Equipment

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the water model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

GWA will provide list of equipment authorized to be purchased.

Deliverables: Equipment.

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SCOPE OF WORK 2 – Wastewater Hydraulic Model

Task 1: Task Management

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

The Engineer will coordinate with GWA and others to maintain data flow from the field to GWA. This includes 1-2 meeting(s) per month (or as needed).

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

Task 2: Software Support

The Engineer will assist GWA in procurement of a new GWA approved water modeling software.

GWA will own the new software licenses and pay annual maintenance subscriptions on the software.

Deliverables: Purchase and provide new software to GWA.

Task 3: Gather, review and field verify existing data

This task will include collecting, reviewing and field verifying data that's needed to update the Wastewater model. This will include model facilities as described below.

Model facilities. The Engineer will research, identify, gather, field investigate, verify, compile, and review existing relevant system and infrastructure data relating to updating the model. Data will also be collected through interviews with GWA engineering and operations staff to identify new facilities or locations that need updating in the models, such as WWTPS and wastewater pump attributes. The Engineer will discuss with GWA Operations staff how facilities are currently operated (as related to system hydraulics).

GWA will provide current wastewater system and infrastructure data.

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GWA will provide locations for data collection and/or field verification(s) to the Engineer. In addition to these locations, the Engineer will develop a systematic approach to data collection for GWA review and concurrence.

Deliverables: Compiled field data needed to update the model.

Task 4: Model Calibration

Water model calibration will include:

- GWA will provide the Engineer with a plan for flow metering in the collection system. The plan will include metering all the basins in the GWA system. The plan will take into account the availability of flow metering equipment and staff to place and maintain the meters. The plan will detail the number and locations of flow meters and rain gauges that will be placed by the Engineer.
- The Engineer will work with GWA operations staff to perform the flow metering detailed in the plan (including placing, maintaining, and downloading flow meters and rain gauges).
- The Engineer will review flow metering and rainfall data as it is collected to ensure the flow meters are operating.
- After sufficient field data is collected by the Engineer, model calibration will be done by others.

Deliverables: Compiled field data needed to calibrate the model.

Task 8: Hydraulic Principles Training

The Engineer will set up, and lead classes focused on basic and intermediate hydraulics. These classes will be focused on operations and junior engineers. At least 1 class will be provided per year.

GWA will provide conference room for training sessions.

Deliverables: Training sessions, training materials.

Task 9: Provide Equipment

The Engineer will purchase and provide GWA with equipment as necessary to efficiently maintain the wastewater model. The equipment to be purchased by the Engineer will be as directed by GWA and as determined by GWA with input from the Engineer. For example, the equipment may include computer laptops, portable flow meters, pressure loggers, and line locaters. All equipment will be owned by GWA. The cost of the equipment will not exceed the amount listed in the budget for each year for this task.

Additional equipment for wastewater model may include:

- Smoke testing equipment
- Gas detectors

GWA will provide list of equipment authorized to be purchased.

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Deliverables: Equipment.

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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) for Water and Wastewater Hydraulic Modeling
GWA Project No. W22-07-BND

THIS IS AN AGREEMENT effective as of 4/20/2026 ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

Duenas, Camacho and Associates, 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. 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 in accordance with:

PROJECT SCOPE OF WORK, ATTACHED AS APPENDIX A

B. Owner will compensate Engineer for services provided under this contract at rates proposed in:

ENGINEER'S FEE PROPOSAL, ATTACHED AS APPENDIX B

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.

C. 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.

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

E. 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.

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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

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subject profession practicing under similar circumstances at the same time and in the same locality. Engineer 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.

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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, 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

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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.

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 listed 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 other insurance necessary to protect Owner's and Engineer's interests in the Specific Project(s) defined in the Task Order and Engineer's Services for Task Order (Exhibit A). 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 evidencing the coverages indicated in Exhibit G. Such certificates and endorsements shall be furnished promptly within 10 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement. If required, policies may be requested at a later date.

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:* Owner may, when the interest of Owner so requires, terminate this Agreement or any issued Task Order in whole or in part, for the convenience of the government or Owner by giving 30 days written notice of the termination to Engineer specifying the part of the Agreement or Task Order 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

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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 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.

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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 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.

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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.

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 a summary of work performed in the invoice period, hours worked by individual, and copies of the original receipts for any reimbursable expenses. Owner shall pay against the original invoices.

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,

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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.

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.

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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.

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.

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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.

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.

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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.

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. **SEE APPENDIX A. – PROJECT SCOPE OF WORK of specific Task Orders.**

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.

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L. Exhi
M. bit 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 Task Order Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, 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

By: Brett E Railey

Print Name: Brett E. Railey, P.E.

Title: Acting General Manager

Date Signed: 4/20/2026

Address for Owner's receipt of notices:

Gloria B. Nelson Public Service Building

688 Route 15

Mangilao, Guam 96913

DESIGNATED REPRESENTATIVE (Paragraph 8.04):

Title:

Phone Number:

Certified Funds Available:

By: 4/20/2026

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Contract Amount: $811,812.20
Contingency: $
Amount Certified: $*
Funding Source: IDIQ Place Holder Account*
*All funds will be certified and allocated upon issuance of an authorized Task Order.

ENGINEER: Duenas, Camacho and Associates, Inc.

By: Kenneth Rekdahl 4/7/2026

Print Name: Kenneth M. Rekdahl, PE, PLS

Title: Vice President

Date Signed:

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

State of: Territory of Guam

Date Signed:

Address for Engineer's receipt of notices:

238 E. Marine Corps Drive

Suite 201 Diamond Plaza

Hagatna, GU 96910

DESIGNATED REPRESENTATIVE (Paragraph 8.04):

Title:

Phone Number:

Approved as to Form: Note: Contract sent to OAG for 5150 PH IV review before 4/16. On 4/16/26 OAG responded requesting "final 'K' signed by bidder" and GWA proceeded. If post-execution amendments are later required to form GWA can amend under 5GCA5452.

By: 4/19/2026

THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Engineering Department Approval:

By: Brett E Railey 3/29/2026

Brett E. Railey, P.E.
Asst. General Manager of Engineering

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ATTACHMENT 1
TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling
Task Order No. [XX], 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: Duenas, Camacho and Associates, Inc.

d. Specific Project (title): [Insert Task Order Project Name]

e. Specific Project (description): [Insert brief description of Task Order]

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: ***None***

5. Task Order Schedule

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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 requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	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 other construction procurement documents), and any other Final Design Phase deliverables from Engineer.

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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.

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

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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: Duenas, Camacho and Associates, Inc.
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: Territory of Guam
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:

_____

BRETT RAILEY, 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

Task Order Amount: $_____
Contingency: $_____
Amount Certified: $_____
Funding Source: _____

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This is **EXHIBIT A**, consisting of [xx] pages, referred to in and part of **Task Order** No. [xx].

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.

PLEASE SEE APPENDIX A PROJECT SCOPE OF WORK ATTACHED HERETO FOR ENGINEER'S OVERALL SCOPE OF SERVICES UNDER THIS AGREEMENT. SPECIFIC SERVICES WILL BE AUTHORIZED IN INDIVIDUAL TASK ORDERS.

PART 1—BASIC SERVICES

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.

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

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.

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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 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

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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, 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.

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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.

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.

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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.

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***

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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.

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,

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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 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.

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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.

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:

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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 (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.

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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 (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:

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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.

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.

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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.

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.

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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.

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.

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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.

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

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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 [4] 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 [4] 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): **None**

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 [**1.10**].

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 [**1.10**].

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
(Not Used)

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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
(Not Used)

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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 [xx] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ]. **NOT USED.**

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.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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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 [xx] 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 [2] 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

A. Additional Insured:

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1. The following individuals or entities are to be listed included on Engineer's general liability policy of insurance as additional insured:

   Guam Waterworks Authority

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This is **EXHIBIT H**, consisting of [1] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 Mediation, Decision and Action

A. In the event a claim or controversy is not resolved by mutual agreement, the GWA General Manager shall, after written request by the Contractor for a final decision, promptly issue a written decision. A copy of the decision shall be immediately transmitted to the Contractor by a method that provides evidence of receipt.

B. All claims or controversies that remain unresolved after a final decision by the GWA General Manager shall be submitted to mediation in accordance with the rules of the American Arbitration Association, or other dispute resolution rules accredited on Guam. This agreement to mediate is authorized under 5 GCA §5427 (b) and 2 GAR §9103 (a)(1). The parties shall each pay one-half of the mediation expenses. Upon written request by the Contractor, the 60-day period for a final decision from the GWA General Manager triggering an appeal to the OPA, may be extended for a mutually agreed upon tolling period to allow for mediation, before a final decision is rendered.

C. In the event mediation is not successful, the General Manager's decision which remains final and conclusive unless the Contractor files a timely appeal with the Guam Office of Public Accountability ("OPA") after receipt of the decision. In the event the dispute is not resolved by the OPA, the Contractor may seek redress through the Guam Government Claims Act and/or the Guam Superior Court as prescribed by Law.

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This is **EXHIBIT I**, consisting of [1] page, 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 J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Special Provisions
(NOT USED)

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This is **EXHIBIT K**, consisting of [xx] 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 [1] page, 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 (NOT USED)

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 Agreement, existing Constituents of Concern at or adjacent to the Site:

1. All Sites

a. Asbestos

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EXHIBIT B

DUEÑAS · CAMACHO & Associates Inc

Website: www.dcaguam.com
Email: dca@dcaguam.com

October 12, 2026

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

Attn: Gerald Gattoc, GWA Project Engineer &
George Watson, GWA Project Engineer

Subject: Request for Proposal RFP-02-ENG-2023, Indefinite Delivery/Indefinite Quantity (ID/IQ) for Water and Wastewater Hydraulic Modeling Services, GWA Project No. W22-07-BND

Re: **Task Order #2 Scope and Fee Proposal**

Håfa Adai Mr. Gattoc,

Dueñas, Camacho & Associates (DCA) is pleased to submit this fee proposal and scope of works in accordance with various meetings and discussions with GWA Engineering. This work includes data analysis for existing and newly gathered sewer collection system data by GWA.

The work will be largely executed by the company Sewer AI and administered by Gresham Smith. Gresham Smith currently serves as a partnering sub-consultant to DCA on the Northern Sewer Pump Station works. DCA will serve as the on island representative and provide limited field support where needed.

A	**Sewer AI & CAN-EX Administration**		
1	Sewer AI & CAN-EX Administration	$	151,110.00
2	Additional Services	$	184,655.00
	subtotal	**$**	**335,765.00**
B	**Expenses**		
1	Sewer AI	$	354,698.40
2	Sewer AI taxes	$	53,204.55
3	Can-EX	$	264,600.00
4	CAN-EX taxes	$	39,690.00
5	Shipping, Handling, and Additional Services	$	42,652.05
	subtotal	**$**	**754,845.00**
	Total	$	1,090,610.00

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October 12, 2026

This work will be executed over the course of three years. A project schedule will be established once the task order is executed. Refer to the exclusion and assumptions listed in the attached Sewer AI and CCTV Equipment Procurement and Implementation Services.

Sincerely,



Kenneth M. Rekdahl, P.E.
Vice-President
Dueñas, Camacho & Associates, Inc.

Attachment
SOW

ENGINEERING * PLANNING * SURVEYING * ENVIRONMENTAL SERVICES * GEOGRAPHIC INFORMATION SYSTEM * CONSTRUCTION MANAGEMENT
GUAM P.O. Box 8900, Tamuning, Guam 96931 / 238 E. Marine Corps Drive, Suite 201 Diamond Plaza, Hagatña, GU 96910 / Tel: (671) 477-7991 / Fax: (671) 479-6315
SAIPAN Caller Box PPP, Suite 164, Saipan, MP 96950 / Chalan Pale Arnold, Ada's Building South Garapan, Saipan 96950 / Tel: (670) 234-9017 / Fax: (670) 234-3842

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Gresham Smith

GWA SewerAI and CCTV Equipment Procurement and Implementation Services

SCOPE OF SERVICES

BACKGROUND AND UNDERSTANDING

Gresham Smith will procure SewerAI cloud-based software and related services on behalf of Guam Waterworks Authority (GWA) to support its sewer inspection, condition assessment, and asset-management activities. Gresham Smith will also procure CAN-EX field inspection equipment on behalf of GWA consisting of two Zipcam 360 CCTV cameras and two Dipcam manhole inspection cameras. Gresham Smith will coordinate with SewerAI regarding the software procurement and implementation and with CAN-EX regarding the camera equipment procurement, delivery, and related administrative matters.

The project team will provide project management, procurement coordination, invoicing, and reimbursement administration for both procurements. For SewerAI, Gresham Smith will also coordinate implementation and perform limited pilot testing of the software, but will not perform any coding review or pipe defects analysis as part of this task order. This will be done in a subsequent task order. Gresham Smith will not perform field testing of the CAN-EX CCTV cameras or manhole inspection cameras. CAN-EX and/or the equipment manufacturer will remain responsible for the equipment, applicable warranties, technical support, and any testing or commissioning assigned to them under the applicable purchase documents.

SCOPE OF SERVICES

Task 1 – SewerAI Procurement

Gresham Smith will assist GWA with procurement of the SewerAI PIONEER® software and related services by performing the following activities:

- Confirm the SewerAI subscription, term, products, services, and pricing authorized by GWA.
- Place the order for the SewerAI PIONEER® subscription as presented in the Sewer AI proposal to Gresham Smith dated September 1, 2026 (attached), and related services on GWA's behalf.
- Coordinate order processing and required administrative communications with SewerAI.
- Provide SewerAI with information reasonably required to establish GWA's account and initiate the contracted services.
- Track the subscription term, implementation milestones, and renewal information.
- Communicate material procurement issues or decisions requiring GWA's direction.

GWA will provide written authorization and advance payment before Gresham Smith purchases the software.

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Gresham Smith

Task 2 – SewerAI Project Management and Coordination

Gresham Smith will manage and coordinate the SewerAI activities included in this Scope of Services. Project management services will include:

- Establishing and maintaining a schedule for procurement, account setup, implementation, testing, and closeout.
- Coordinating meetings and communications among GWA, Gresham Smith, and SewerAI.
- Documenting decisions and action items, as appropriate.
- Coordinating GWA's delivery of information, data, access, and decisions required for implementation.
- Tracking implementation issues and coordinating their resolution with SewerAI.
- Providing periodic status updates to GWA.

Task 3 – SewerAI Invoicing and Reimbursement Administration

Gresham Smith will administer invoicing associated with the SewerAI purchase and the SewerAI services provided under this Scope of Services. Services will include:

- Reviewing SewerAI invoices for consistency with the authorized proposal, agreement, and purchase.
- Paying or arranging payment of authorized SewerAI charges, as applicable.
- Preparing invoices to GWA for payment of approved SewerAI costs.
- Preparing invoices to GWA for Gresham Smith's professional services and approved reimbursable expenses.
- Tracking invoices, payments, reimbursements, and outstanding balances.
- Coordinating with GWA to resolve invoice questions or discrepancies.

GWA will pay Gresham Smith in advance for the approved SewerAI costs. Gresham Smith's authorized professional services and reimbursable expenses will be invoiced in accordance with the applicable agreement.

Task 4 – SewerAI Implementation Support

Gresham Smith will coordinate the initial implementation of the SewerAI software and the services identified in the SewerAI proposal and agreement. Activities will include:

- Coordinating account activation and initial user access.
- Confirming that the contracted subscription and purchased features are available to GWA's authorized users.
- Coordinating and/or distributing, as needed, SewerAI-provided implementation materials, user guidance, and training.
- Supporting GWA in identifying initial users, roles, and project information required for setup.
- Coordinating the upload or transfer of agreed-upon information, if included in the SewerAI scope.
- Documenting implementation decisions, questions, and unresolved items.

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Gresham Smith

Task 5 – SewerAI Testing

Gresham Smith will perform a limited pilot test of the initial SewerAI implementation to confirm that the system is operating generally as intended for GWA's agreed initial use cases. Testing and validation will include:

- Confirming that designated users can access the system.
- Confirming that applicable user permissions operate as intended.
- Testing representative workflows using agreed-upon sample data or project information.
- Confirming that agreed-upon data can be accessed, uploaded, processed, or viewed, as applicable.
- Reviewing representative outputs, reports, or dashboards for general usability and consistency with the agreed requirements.
- Documenting observed issues, limitations, or discrepancies in a short technical memorandum that includes a testing summary identifying completed tests and outstanding items.

Task 6 – CAN-EX CCTV and Manhole Inspection Camera Procurement

Gresham Smith will assist GWA with procurement of the following equipment:

- Two CCTV cameras.
- Two manhole inspection cameras.

Gresham Smith's services for the camera procurement will include:

- Confirming the equipment, accessories, quantities, delivery requirements, and pricing authorized by GWA.
- Purchasing the equipment from CAN-EX as presented in the CAN-EX Technologies Quote #5UCOX-QVVTE-TKOHQ-JWYCV to Gresham Smith and GWA (attached) on GWA's behalf.
- Coordinating purchase-order, shipping, delivery, and administrative requirements with CAN-EX.
- Providing CAN-EX with information reasonably required to process the order and deliver the equipment.
- Coordinating with GWA regarding delivery status, delivery location, and receipt of the equipment.
- Reviewing CAN-EX invoices for consistency with the authorized purchase.
- Preparing invoices to GWA for reimbursement of approved equipment costs and related authorized expenses.
- Tracking the equipment purchase, delivery, invoice, reimbursement, and closeout status.
- Communicating material procurement issues, delays, or decisions requiring GWA's direction.

Gresham Smith will not perform field testing, field acceptance testing, commissioning, calibration, operational verification, or performance testing of the CCTV cameras or manhole inspection cameras. GWA will be responsible for receiving the equipment and determining whether it is acceptable for its intended use. CAN-EX and/or the equipment manufacturer will be responsible for applicable product

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Gresham Smith

warranties, technical support, manufacturer requirements, and any testing or commissioning included in the equipment purchase documents.

Task 7 – Camera Procurement Project Management and Coordination

Gresham Smith will provide project management and coordination for the camera procurement activities described in Task 6. Services will include:

- Coordinating communications among GWA, Gresham Smith, and CAN-EX.
- Tracking equipment-related questions, action items, and decisions.
- Coordinating resolution of administrative or procurement issues with CAN-EX.
- Confirming completion of the camera procurement administration after delivery and final invoicing.

Camera procurement coordination does not include field observation, field testing, equipment operation, technical inspection, commissioning, or certification of the equipment.

GWA RESPONSIBILITIES

GWA will:

- Review and approve the SewerAI proposal and camera equipment purchase before Gresham Smith places the respective orders.
- Provide timely access to GWA personnel, systems, data, and information required for SewerAI implementation and testing.
- Provide equipment specifications, delivery requirements, authorized users, and other information necessary to complete the procurements.
- Coordinate receipt, storage, inspection, field testing, commissioning, and acceptance of the CCTV cameras and manhole inspection cameras.
- Identify authorized SewerAI users and participate in implementation, training, testing, and software acceptance activities.
- Obtain applicable internal approvals, data permissions, cybersecurity reviews, and information-technology approvals.
- Review schedules, invoices, testing results, delivery information, and other project communications in a timely manner.
- Pay Gresham Smith invoices in accordance with the applicable agreement to include a pre-payment for the equipment and software purchases in advance of the equipment purchase based on a PO from the vendor.
- Make final decisions regarding acceptance, operational use, and continuation or renewal of the SewerAI subscription and acceptance of the camera equipment.

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Gresham Smith

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions apply to this Scope of Services:

- The SewerAI proposal and agreement govern SewerAI's software subscription, implementation services, training, technical support, service levels, and other services provided by SewerAI.
- CAN-EX's quotation, purchase documents, and applicable manufacturer terms govern the camera equipment, pricing, delivery, warranties, technical support, and any equipment testing or commissioning provided by CAN-EX or the manufacturer.
- Gresham Smith's services are limited to the activities expressly described in this Scope of Services. Gresham Smith will not develop, host, maintain, or modify the SewerAI platform.
- Gresham Smith will not perform field testing, field acceptance testing, commissioning, calibration, operational verification, or performance testing of the CCTV cameras or manhole inspection cameras.
- Gresham Smith will rely on information and data provided by GWA, SewerAI, CAN-EX, and the equipment manufacturer and will not be responsible for inaccuracies, omissions, or defects in information supplied by others.
- SewerAI testing includes reasonable validation of the initial software implementation. It does not include certification that the platform is free of defects or suitable for uses beyond the agreed requirements.
- Extensive data cleansing, data conversion, custom integration, custom report development, configuration beyond the purchased SewerAI functionality, or repeated software testing resulting from changed requirements is excluded.
- Subscription renewals, expanded licensing, additional SewerAI services, equipment beyond the two CCTV cameras and two manhole inspection cameras, and costs outside the authorized purchases are excluded unless separately authorized.
- Travel, shipping, taxes, third-party charges, and other approved reimbursable expenses will be invoiced in accordance with the applicable agreement.
- Services requested outside this Scope of Services will be performed only after written authorization from GWA.

ADDITIONAL SERVICES

Services not specifically identified in this Scope of Services may be performed as additional services upon GWA's written authorization. Additional services may include expanded SewerAI data preparation or migration, custom integrations, custom reports or dashboards, additional training, extended software testing, troubleshooting unrelated to the initial implementation, camera procurement beyond the equipment identified above, equipment inspection or field testing, equipment commissioning, post-closeout support, subscription renewal administration, or other services requested by GWA.

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Gresham Smith

AUTHORIZATION

Gresham Smith will begin services upon receipt of written authorization from GWA, execution of any required agreement, and prepayment of the applicable software, equipment, or camera costs. Gresham Smith will not purchase any software, equipment, or cameras—including the SewerAI software or camera equipment—until GWA has provided the applicable written authorization and advance payment. This Scope of Services may be modified by written amendment or other written authorization acceptable to both parties.

SCHEDULE

Based on the information provided by GWA and the terms of the agreements with SewerAI and CAN-EX, Gresham Smith anticipates that the services will extend through the initial SewerAI subscription term and two renewal cycles, for a total duration of approximately three years. At the end of this period, GWA will determine whether it wishes to continue using SewerAI. Any continued services will be addressed through an amendment or revised Scope of Services.

COMPENSATION

Gresham Smith will provide the Scope of Services described herein under the terms of the applicable agreement for the proposed fee shown in **Table 1** below, based on an hourly labor billing and reimbursable expenses with a not-to-exceed budget of **$950,000.00**. A category-rate table is provided in **Table 2** below.

Billing for Gresham Smith staff assigned to the Project will be based on the actual hours worked in support of the Project at the contract rates in effect at the time the services are performed. Costs for SewerAI software, cameras, equipment, and other approved third-party purchases made on behalf of GWA will be invoiced in accordance with the applicable agreement and the advance-payment requirements described herein. Reimbursable expenses and approved third-party costs will be billed separately, as applicable.

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Gresham Smith

Table 1 – Proposed Fee

WORK BREAKDOWN STRUCTURE SUMMARY

Gresham Smith

CLIENT: Guam Waterworks Authority (GWA)
PROJECT NAME: SewerAI and CAN-EX Administration and Procurement

GRESHAM SMITH PROJECT #: -
RFP #: -
DATE PREPARED: Oct-2026
PREPARED BY: Gresham Smith

Task #	Services	Estimated Hours	Estimated Fee
A	SewerAI & CAN-EX Administration		
	SewerAI and CAN-Ex Administration	520	$131,400
	Additional Services	410	$99,700
	Estimated Administration Hours and Fee	930	$231,100
B	EXPENSES		
	SewerAI		$337,808
	SewerAI Taxes		$50,671
	CAN - EX		$252,000
	CAN - EX Taxes		$37,800
	Shipping, Handling, and Additional Services		$40,621
	Estimated Expenses		$718,900
	TOTAL ESTIMATED HOURS AND FEE	930	$950,000

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Gresham Smith

Table 2 – Category Rate Table

Labor Category	Rate
Administrative 1	$200
Administrative 2	$235
Administrative 3	$265
Professional 1	$90
Professional 2	$110
Professional 3	$130
Professional 4	$150
Professional 5	$175
Professional 6	$200
Professional 7	$220
Professional 8	$245
Professional 9	$265
Professional 10	$285
Professional 11	$300
Professional 12	$325
Professional 13	$350
Professional 14	$375
Technical Support 1	$95
Technical Support 2	$130
Technical Support 3	$150
Technical Support 4	$170
Technical Support 5	$195
Technical Support 6	$215
Technical Support 7	$235
Technical Support 8	$265

Annual adjustments in the Consultant's hourly rates to reflect cost-of-living increases are implemented on July 1st and will be accordingly revised annually during the project period.

Attachments:

- Sewer AI Agreement for Gresham Smith dated September 1, 2026
- CAN-EX Technologies Quotation Offer #5UCOX-QVVTE-TKOHQ-JWYCV

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SewerAI Agreement For Gresham Smith

Prepared On: Sep 1, 2026

Prepared For:
Ken Stewart
Gresham Smith
222 2nd Avenue S, Ste 1400,
Nashville, TN 37201

ken.stewart@greshamsmith.com

Prepared By:
Marissa Oudt
SewerAI, Account Executive
1646 N California Blvd, Suite
510 Walnut Creek, CA 94596
moudt@sewerai.com
1-855-952-2200

BACKGROUND

PIONEER® by SewerAI is a cloud platform designed for sewer and stormwater inspection data management. All datasets and deliverables uploaded are hosted and made available on PIONEER® cloud platform for review, edit, export (download) and digitally submit (via Digital Submittal). Unlimited Cloud storage and Unlimited View Mode users are included for collaboration among all stakeholders. SewerAI also provides an On-Truck Solution that integrates with all major camera crawler manufacturers for inspection data capture and sync to PIONEER®, as well as the ability to create new survey headers and/or auto populate them from uploaded spreadsheets and/or GIS layers.

SewerAI AutoCode™ uses an AI-assisted process to facilitate rapid and accurate sewer and stormwater condition assessment, including PACP, LACP and MACP (Level II). Inspection videos are initially processed through AutoCode™ AI-models that analyze the CCTV GoPro MAX, Digital Universal (DUC) Camera, and/or PANORAMO (Digital Sidescan) data, identifying regions in the pipeline images containing certain conditions, such as features and defects. Predicted conditions made by AutoCode™ are aggregated into video clips, which SewerAI NASSCO P/M/LACP certified technicians examine for review and confirmation. Final deliverable from AutoCode™ includes a NASSCO database (Microsoft Access, .MDB) and additional industry-standard deliverables (such as Snaps, PDFs, and CCTV videos with on-screen annotation and audio narrations).

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Sewer3D™ harnesses photogrammetry in a cloud-computing environment to render 3D models, point-clouds, and CAD-integrated geometric data from consumer-available 360 “action cameras”.

Quality Assurance Inspection - QAI™ offers a set of comprehensive and customizable checks on CCTV datasets that evaluates various database integrity, project spec, and optical quality characteristics to support sewer inspection projects.

SCOPE OF AGREEMENT

This proposal details a three (3) year agreement, paid annual, which enables Gresham Smith to accelerate inspection operations more cost-effectively, while providing consistent and accurate deliverables to elevate the customer experience.

This Agreement is entered into by and between SewerAI and Gresham Smith for the purpose of providing services in support of Gresham Smith’s engagement with the Guam Waterworks Authority. All services performed under this Agreement are intended to support work conducted by Gresham Smith on behalf of the Guam Waterworks Authority (GWA).

Unlimited Cloud storage and Unlimited View Mode users are included with this license.

Also included is a pricing menu of other PIONEER® licenses & Autocode™ AI Services on a no commitment pay as-you -go basis or volume commitment discounts should you choose to utilize those services.

If Customer’s usage exceeds the Committed Assessments in any contract year, all assessments in excess of the Quantity shall be billed at the Pay-As-You-Go ADD ON price listed in the Pricing Schedule per assessment.

- AutoCode Volume Commitment for Year 1 is a base of 396,000 LF (75 miles) – Additional footage reviewed will be charged at the Pay-As-You-Go ADD ON price listed in the Pricing Schedule.
- “Risk & Rehab” will be tested Year 1 to determine potential for longer term usage. GWA, or Gresham Smith on behalf of GWA, has option to not renew in Year 2 (and subsequent years) and will provide 30 days notice of non-renewal

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PRICING SCHEDULE YEAR 1

Annual Software Subscription

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
P.1-Y1	PIONEER® Administrator Seat	$12,000.00	$10,800.00	1	Each	10%	$10,800.00
P.5-Y1	PIONEER® Data & Storage	Included	Included	Unlimited	Unlimited	0%	$0.00
P.4-Y1	PIONEER® Viewer Seat	Included	Included	Unlimited	Unlimited	0%	$0.00
P.2-Y1	PIONEER® Inspector / Editor Seat	$6,000.00	$5,400.00	3	Each	10%	$16,200.00
P.3-Y1	PIONEER® On-Truck / Field Uploader Seat	$2,400.00	$0.00	3	Each	100%	$0.00
					Annual Software Subscription TOTAL:		$27,000.00

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Annual Subscription Service

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.1-Y1	AutoCode™ PACP / LACP Annual Volume Commitment	$0.27	$0.23	396,000	Linear Feet	13%	$91,080
P.1R&R-Y1	PIONEER® Risk & Rehab	$25,000.00	$20,000.00	Unlimited	Unlimited	20%	$20,000.00
						Annual Subscription Service TOTAL:	$111,080

Pay-As-You-Go Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AP.M.1-Y1	AutoCode™ Pay-As-You-Go MACP LEVEL II Condition Assessment (Includes Sewer3D)	$40.00	$40.00	TBD	Each	0%	$0.00
AP.S.1-Y1	Sewer3D™ Pay-As-You-Go Manhole 3D Model Rendering & AI Assisted Measurements	$5.00	$5.00	TBD	Each	0%	$0.00
AP.QB-Y1	QAI™ Basic Pay-As-You-Go	$0.05	$0.05	TBD	Linear Feet	0%	$0.00
AP.QA-Y1	QAI™ Advanced Pay-As-You-Go	$0.10	$0.10	TBD	Linear Feet	0%	$0.00
						Pay-As-You-Go Services TOTAL:	$0.00

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Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service)

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.ADD.1-Y1	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity from 396,001-660,000LF)	$0.27	$0.25	TBD	Linear Feet	7%	$0.00
AS.P.ADD.2-Y1	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity above 660,001 LF)	$0.27	$0.27	TBD	Linear Feet	0%	$0.00
						Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service) TOTAL:	$0.00

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PRICING SCHEDULE YEAR 2 & 3

Annual Software Subscription

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
P.1-Y2/Y3	PIONEER® Administrator Seat	$12,000.00	$10,800.00	1	Each	10%	$10,800.00
P.5-Y2/Y3	PIONEER® Data & Storage	Included	Included	Unlimited	Unlimited	0%	$0.00
P.4-Y2/Y3	PIONEER® Viewer Seat	Included	Included	Unlimited	Unlimited	0%	$0.00
P.2-Y2/Y3	PIONEER® Inspector / Editor Seat	$6,000.00	$5,400.00	3	Each	10%	$16,200.00
P.3-Y2/Y3	PIONEER® On-Truck / Field Uploader Seat	$2,400.00	$0.00	3	Each	100%	$0.00
					Annual Software Subscription TOTAL:		$27,000.00

Annual Subscription Service

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.1-Y2/Y3	AutoCode™ PACP / LACP Annual Volume Commitment	$0.27	$0.23	316,800	Linear Feet	13%	$72,864
P.1R&R-Y2/Y3	PIONEER® Risk & Rehab Optional Add On	$25,000.00	$20,000.00	TBD	Unlimited	20%	TBD
					Annual Subscription Service TOTAL:		$72,864

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Pay-As-You-Go Services

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AP.M.1-Y2/Y3	AutoCode™ Pay-As-You-Go MACP LEVEL II Condition Assessment (Includes Sewer3D)	$40.00	$40.00	TBD	Each	0%	$0.00
AP.S.1-Y2/Y3	Sewer3D™ Pay-As-You-Go Manhole 3D Model Rendering & AI Assisted Measurements	$5.00	$5.00	TBD	Each	0%	$0.00
AP.QB-Y2/Y3	QAI™ Basic Pay-As-You-Go	$0.05	$0.05	TBD	Linear Feet	0%	$0.00
AP.QA-Y2/Y3	QAI™ Advanced Pay-As-You-Go	$0.10	$0.10	TBD	Linear Feet	0%	$0.00
						Pay-As-You-Go Services TOTAL:	$0.00

Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service)

Item	Description	List Price	Net Price	Quantity	Unit	Disc.	Total
AS.P.ADD.1-Y2/Y3	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity from 316,801-660,000LF)	$0.27	$0.25	TBD	Linear Feet	7%	$0.00

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AS.P.ADD.2-Y2/Y3	AutoCode™ Pay-As-You-Go ADD-ON for Mainline PACP or Lateral LACP (Beyond Contracted Quantity above 660,001 LF)	$0.27	$0.27	TBD	Linear Feet	0%	$0.00
Pay-As-You-Go ADD ON (Beyond Contracted Quantity In Annual Subscription Service) TOTAL:							$0.00

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Pricing Totals:		**Discount Value/Credits:**	
Year 1		**Year 1**	
Software Total:	$47,000.00	**Discounts:**	$-31,040.00
Services Total:	$91,080.00	**Credits:**	0
Annualized Total:	**$138,080.00**		
Year 2		**Year 2**	
Software Total:	$27,000.00	**Discounts:**	$-22,872.00
Services Total:	$72,864.00	**Credits:**	0
Annualized Total:	**$99,864.00**		
Year 3		**Year 3**	
Software Total:	$27,000.00	**Discounts:**	$-22,872.00
Services Total:	$72,864.00	**Credits:**	0
Annualized Total:	**$99,864.00**		

Contract Term: 36 months
Grand Total: $337,808.00

EFFECTIVE DATE & AGREEMENT TERM

This agreement is effective on the date it is signed.

This agreement shall remain in effect for 36 consecutive months.

GWA will retain ownership of its data at all times. Following expiration or termination of this Agreement, GWA will have ninety (90) days to download its data, after which SewerAI may delete such data in accordance with the SewerAI Terms of Service.

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PAYMENT TERMS

Net 30. Please remit payments to:

SewerAI Corp
1646 N California Blvd, Suite 510
Walnut Creek, CA 94596

- PIONEER® software subscription is invoiced Annually
- AutoCode™ pay-as-you-go service is invoiced monthly, as used.
- AutoCode™ annual subscription is invoiced Monthly in even payments until annual commit volume is reached, in which case the pay-as-you-go add-on will apply monthly.
- Any remaining unpaid balance of the annual PIONEER® software subscription and annual AutoCode™ volume commitment becomes due in full at the end of each contract year, regardless of Guam Waterworks Authority's payment status with Gresham Smith.

IMPLEMENTATION

SewerAI and Gresham Smith will agree to meet as frequently as necessary to ensure project success for the duration of the agreement.

Service Levels (if applicable):

Turnaround time for NASSCO PACP/LACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for NASSCO MACP deliverables will not exceed 10 business days from the time of upload of datasets from newly captured inspections.

Turnaround time for QAITM and Sewer3DTM will not exceed 2 business days from the time of upload of datasets from newly captured inspections.

Marketing: Both sides will make reasonable efforts on co-marketing initiatives (i.e., press releases, project spotlights, use cases, white papers, videos, referrals). SewerAI will not do any PR without written approval from Guam Water Authority.

Pro-rata Implementation: It is expressly understood that implementation of additional Inspector (Editor) Seat licenses as well as On-Truck (Field) Uploader Seat licenses are subject to an implementation schedule wherein pro-rata billings for items may occur. When Items listed in the pricing schedule above are implemented they become billable on a pro-rata basis, such that the contract term of this agreement remains unchanged.

Terms of Service: This order for Guam Water Authority will be governed by the SewerAI Terms of Service located at the URL hereto: www.sewerai.com/terms

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RENEWAL WITH NOTIFICATION OF PRICE CHANGE

This Agreement shall commence on the Effective Date and remain in effect for an initial term of three (3) years (the “Initial Term”). The scope and pricing for Year 1 shall differ from those applicable to Years 2 and 3, as set forth in the applicable Schedule of Values.

Notwithstanding the foregoing, the PIONEER® Risk & Rehab subscription (Item P.1R&R) is contracted for a one (1) year initial term only. Gresham Smith may elect to continue the Risk & Rehab subscription for Year 2 and/or Year 3 by providing written notice to SewerAI no less than thirty (30) days prior to the start of the applicable contract year.

The parties will work together at least 90 days prior to expiration of the Agreement to discuss renewal.

Following the initial term, pricing shall revert to SewerAI’s then-current List Price unless otherwise agreed to in writing by both parties. Renewal pricing for all Items other than the PIONEER® Risk & Rehab subscription (Item P.1R&R) may increase by up to ten percent (10%) at the end of the three (3) year Initial Term, applied to the immediately preceding contract year's amount.

SEWERAI EXCLUSIONS

Proprietary means and methods employed, developed, improved and/or invented by SewerAI (including artificial intelligence, machine learning, algorithms, source code, scripts, schema or any other web-based tools) used in provision of certain “work products” or deliverables such as described above in Background and Scope of Order are not defined as “work products”. Any means and methods employed, developed, improved, and/or invented by SewerAI through execution of the Scope of Order are separate from Scope of Order, and will remain the sole property of SewerAI during the term, and after the term, of this Order.

Not included in the prices stated in this Order are the items listed below. If needed or found to be applicable, these items would be provided by SewerAI at an additional cost; or would be furnished by others, at your direction, at no cost to SewerAI.

1. Retention / Retainage of funds by Owner and client to Customer
2. Pay when Paid
3. Liquidated Damages
4. Payment and Performance bonds

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INSURANCE

SewerAI will provide the following insurance coverage for the duration of this contract and three years following the termination date, including any renewal terms:

1. Cyber Risk protection liability insurance (first and third party coverage) covering any damage arising from breaches of security (**including Security Events**) and breaches of privacy right; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft, copyright infringement, transmission of a computer virus or other type of malicious code, information security or data breaches, or misappropriation of data, with policy limits of not less than one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) in the aggregate;
2. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.
3. To the extent that SewerAI employees will visit a Gresham Smith office or the project site, then the following insurance is also required to be submitted via Certificate of Insurance prior to the visit:
    a. Commercial General Liability with policy limits of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage;
    b. Workers' Compensation at statutory limits; and
    c. Employers Liability with policy limits of not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

Certificates of Insurance shall contain under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the following:

- Gresham Smith Project No. 51894, Consent Decree Support Services for Guam Water Authority
- Gresham Smith and Guam Water Authority will be included as Additional Insureds on all policies except Professional Liability, Workers' Compensation, and Employer's Liability
- Waiver of Subrogation will be provided on all policies
- Except for professional liability and workers' compensation, policies shall include primary/non-contributory endorsement
- Thirty days' prior written notice will be given to the Additional Insureds/Certificate Holder in the event of cancellation

SewerAI will provide to Gresham Smith Certificate of Insurance evidencing compliance with the above requirements. Certificates will be provided to:

Gresham Smith, ATTN: Water+ Environment - Melissa Duffy, 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308
Email: Certificates@greshamsmith.com AND danielle.hancock@greshamsmith.com

Any other Notices should be sent to:

Gresham Smith, ATTN: Risk Management, 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

SECURITY EVENT

A “Security Event” means any circumstance when (i) SewerAI knows or reasonably believes that Gresham Smith’s Confidential Information has been subject to any circumstance where the security, integrity, or confidentiality of any Gresham Smith’s Confidential Information has been compromised, including but not limited to incidents where Gresham Smith’s Confidential Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, or any instance where the email mailbox of any employee of the SewerAI containing Gresham Smith’s Confidential Information is compromised; (ii) SewerAI knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the services or documents provided to Gresham Smith by SewerAI or the physical, technical, administrative, or organizational safeguards protecting SewerAI's systems or Gresham Smith’s computer network, informational systems, or operational systems; or (iii) SewerAI receives any complaint, notice, or communication which relates directly or indirectly to the cybersecurity of the services or documents provided to Gresham Smith by SewerAI.

SewerAI agrees to notify Gresham Smith by email to incidentresponse@greshamsmith.com with copy to the Gresham Smith’s Designated Representative, as soon as reasonably possible (but in no case later than twenty-four (24) hours) after it becomes aware of any Security Event. All notices of the Security Event shall summarize such event in reasonable detail, including but not limited to, (i) the effect on Architect, if known, and (ii) the date and time identified. Consultant will designate a senior representative who will serve as the point of contact during the Security Event if different from the SewerAI’s Designated Representative identified in this Agreement. SewerAI shall cooperate fully with Gresham Smith and fully remediate all effects of such Security Event, develop and execute a plan that reduces the likelihood of the same or similar Security Event from occurring in the future, and provide Gresham Smith with such assurances as Gresham Smith shall request that such Security Event is not likely to recur. The content of any filing, communication, notice, press release or report related to any Security Event with inference to or identification of Architect must be approved by Gresham Smith prior to any publication or communication.

Upon determining that a Security Event has been resolved or otherwise upon request by Gresham Smith after a reasonable time has elapsed since the Security Event was reported, SewerAI shall within ten (10) business days provide to Gresham Smith a written executive summary or other similar document detailing the (i) suspected or confirmed cause of the Security Event; (ii) Gresham Smith or GWA data, including Confidential Information affected; (iii) steps taken to address the Security Event and steps to be implemented by SewerAI’s management to prevent reoccurrences of Security Events of a similar nature; (iv) list of communications made to third parties, including data subjects and law enforcement agencies, as a result of the Security Event; (v) a statement certifying that the underlying cause of the Security Event has been mitigated.

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APPROVAL & AUTHORITY TO PROCEED

This agreement and the pricing, terms, and scope described expire after 11/30/2026.
I have read and understood this agreement, and I accept and agree to all of its terms and conditions. I enter into this agreement voluntarily, with full knowledge of its effect:

Name: Gresham Smith	
Title:	
Signature:	
Date:	
Effective Date:	
AP Contact Name	
AP Contact email	
Schedule of Items Selected (if applicable)	

Name: SewerAI	
Title:	
Signature:	
Date:	

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CAN-EX TECHNOLOGIES

Solution Proposal

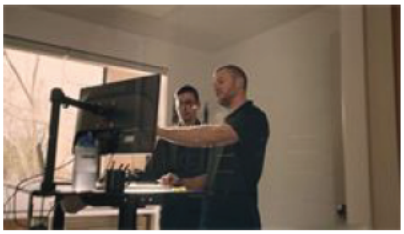
418 871-0045 / info@canex.tech / canex.tech





To the attention of :
Kenneth Stewart
Gresham Smith

George Watson
Guam Waterworks Authority



End-Client :
Guam Waterworks Authority

Offer # 5UCOX-QVVTE-TKOHQ-JWYCV

[Document.SentDate]



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CAN-EX TECHNOLOGIES

Quotation

** Unless otherwise stated, all prices displayed are in USD

Name	QTY	Unit or Term	Unit Price	Subtotal
Zipcam 360	2		$60,000.00	$120,000.00
Dipcam	2		$15,000.00	$30,000.00
Analysis - Full PACP Software - Up to 300k ft (56 miles)	1		$12,000.00	$12,000.00
Maintenance plan Unlimited parts, complete kit (3-year)	2		$8,500.00	$17,000.00
On-site onboarding & mobilization (Guam)	1		$15,000.00	$15,000.00
Standard Shipping Final price will be adjusted on invoice	1		$1,500.00	$1,500.00

Subtotal **$195,500.00**

Subtotal before taxes $195,500.00

Payment Schedule

	At time of Signature	2026-11-01	2027-11-01
Zipcam & Dipcam	150,000$ + Shipping Fees		

418 871-0045 / info@canex.tech / canex.tech

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CAN-EX TECHNOLOGIES

	At time of Signature	2026-11-01	2027-11-01
Software & Maintenance Plan	29,000$	29,000$	29,000$
Onboarding	15,000$		

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CAN-EX TECHNOLOGIES

Lead time

- All Services will be delivered at most 30 days following the Purchase Order.
- All Products will be delivered at most 1 week before the agreed Onboarding Date

Payment Terms

- For Products: 100% due prior to shipment of the Product – the Product won't be shipped until a confirmation of payment is received.
- For Services: 100% due prior to making the Services available to the Client.
- Software and warranty licenses come into effect on the day the invoice is processed

Quotation Validity

This quotation is valid for 30 days.

Terms of Sale

The Solutions Terms of Sale (the "**Terms of Sale**") applicable to this quotation are available here and are incorporated by reference to this quotation. Capitalized terms used in this Order Form have the meaning set forth in the Terms of Use.

Transport Charges

Can-Ex Technologies shall bear all costs associated with the transportation of the Shipped Products to the Delivery location, including export duties and transport-related charges. **The Client shall be responsible for any import duties, taxes, customs clearance, or related costs incurred in the destination country**, unless otherwise expressly agreed.

Acceptation

To confirm your acceptation, please send a purchase order referring to this quotation **no.5UCOX-QVVTE-TKOHQ-JWYCV**

If you have any questions, please contact us. We thank you for the opportunity to present you this offer.

Best regards,

Samuel Roux
General Manager
+1 (819) 352-5095
samuel.roux@canex.tech

[*Signature page follows.*]

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CAN-EX TECHNOLOGIES

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and delivered by its duly authorized officers as of the date first written above.

Gresham Smith

By:

Name: Kenneth Stewart

Title: Authorized Signatory

CAN-EX TECHNOLOGIES INC.

By:

Name: Samuel Roux

Title: General Manager

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 05- FY2027
Relative to Approval of Amendment for The Indefinite Delivery/Indefinite Quantity for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems for SSFM International, Inc.

What is the project's objective and is it necessary and urgent?
The objective of this Task Order No.2 under this IDIQ contract with SSFM is to conduct gravity main condition assessments and develop design documents for the construction of new or rehabilitated gravity sewer mains containing acute defects in various locations on the island.

This project is necessary and urgent as this will improve the performance of the sewer collection/transmission system and help meet the compliance requirements and deadlines set forth in the Partial Consent Decree.

Where is the location?
The project sites are in various locations of the island.

How much will it cost?
Task Order No. 2 will not exceed in the amount One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00). To execute Amendment No. 1 to the Owner-Engineer IDIQ contract agreement, it is necessary to increase the contract amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).

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, permitting requirements, and available funding. The estimated completion time for these projects is two (2) years.

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

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 05-FY2027

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY FOR DESIGN AND PROFESSIONAL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT FOR WASTEWATER COLLECTION AND TREATMENT SYSTEMS FOR SSFM INTERNATIONAL, INC.

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

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

WHEREAS, as identified in the Partial Consent Decree (PCD), GWA must repair, rehabilitate, or replace gravity main lines with acute defects no later than 24 months after identification by GWA and performed by external contractors; and

WHEREAS, GWA awarded an Indefinite Delivery – Indefinite Quantity (ID-IQ) contract to SSFM International, Inc. for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems in the maximum amount of One Million Dollars ($1,000,000.00) (See Exhibit A – Agreement Between Owner and Engineer for Professional Services) and has issued One (1) task orders (TO) for Construction Management Services for the Gravity Main Acute Defects Repair Project in the amount of Nine Hundred Eighty-Five Thousand One Hundred Fifty One Dollars and Seventy-Three Cents ($985,151.73) (See Exhibit B – Task Order 1); and

WHEREAS, to accomplish time sensitive work required by the Partial Consent Decree, GWA has negotiated with SSFM International to provide a Task Order No. 2 for preliminary

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design services for gravity main acute defects found throughout the island (See Exhibit C – Scope of Work); and

WHEREAS, GWA Management seeks CCU approval for Amendment No.1 to the Owner-Engineer Agreement under the IDIQ contract to include a new Task Order No. 2 with SSFM International, and increase funding accordingly to complete the work as outlined above; and

WHEREAS, the total current approved IDIQ contract agreement is One Million Dollars ($1,000,000.00); and

WHEREAS, to execute Task Order No. 2, an amendment to the Owner-Engineer IDIQ contract is required to increase the contract by an amount not to exceed One Million Dollars ($1,000,000.00) (See Exhibit D – Draft Proposal Letter); and

WHEREAS, GWA management seeks CCU approval to increase the total authorized funding by an amount not to exceed One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00), for a total authorized funding amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00); and

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

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 increasing the total funding of SSFM International ID-IQ contract for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment System**s** not to exceed an amount of One Million Dollars ($1,000,000.00) is necessary to enable execution of Contract Amendment 1 and Task Order-2.

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3. The CCU hereby authorizes the management of GWA to amend the maximum amount for the IDIQ contract with SSFM International for Design and Professional Project Management/Construction Management for Wastewater Collection and Treatment Systems in the amount not-to-exceed of One Million Dollars ($1,000,000.00), with a ten percent (10%) contingency of One Hundred Thousand Dollars ($100,000.00), bringing the total authorized funding amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00).
4. The CCU further authorizes management 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.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

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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: _____

///

///

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Docusign Envelope ID: F26BB088-43E0-8A9F-83C6-156542FBA75C

EXHIBIT A

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) for DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT for WASTEWATER COLLECTION and TREATMENT SYSTEMS
GWA Project No. 22599

THIS IS AN AGREEMENT effective as of 4/23/2026 ("Effective Date of the Agreement") between

Guam Waterworks Authority ("Owner") and

SSFM International, 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 Project Management and Construction Management for Wastewater Collection and Treatment Systems, GWA Project No. 22599. 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 professional Engineering and/or Technical Consulting Services in accordance with duly executed Task Orders.

OWNER'S SCOPE OF WORK ATTACHED AS APPENDIX A

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

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.

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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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: SSFM International, Inc.
By:	By: Michael Matsumoto
Print Name: MIGUEL C. BORDALLO, P.E.	Print Name: MICHAEL P. MATSUMOTO
Title: General Manager	Title: President, CEO
	Date Signed: 4/19/2026
	Engineer License or Firm's Certificate No. (if required):
	State of:
Date Signed: 4/23/2026	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Gloria B. Nelson Public Service Building	P.O. Box 11499
688 Route 15	Tamuning, Guam 96931
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: Contract sent to OAG for 5 GCA 5150 PH IV review before 4/16. On 4/16/26 OAG responded requesting "final 'K' signed by bidder" and GWA proceeded. If post-execution amendments are later required as to form and legality GWA can amend under 5 GCA 5452.
By:	By:
TALING M. TAITANO, CPA, CGFM GWA Chief Financial Officer	THERESA G. ROJAS, ESQ. GWA Legal Counsel
Contract Amount: $ 1,000.000.00 Amount Certified: $ To be determined per Task Order Funding Source: IDIQ Placeholder	Engineering Department Approval: By: BRETT E. RAILEY, P.E. GWA Assistant General Manager - Engineering

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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ATTACHMENT 1
TASK ORDER FORM

EXHIBIT B

Indefinite Delivery/Indefinite Quantity (ID/IQ)
For Professional Project/Construction Management Services

Task Order No. [01], consisting of 4 pages.

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

1. Background Data

a. Effective Date of Task Order:

b. Owner: Guam Waterworks Authority

c. Engineer: SSFM International, Inc.

d. Specific Project (title): Gravity Main Acute Defects Repair Project

e. Specific Project (description): Provide GWA with construction management services to support the repair of acute defects in multiple areas on the island.

2. Services of Engineer

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

Set forth in attached scope of work, Attachment A - SOW CM-PM Services for Gravity Main Acute Defects SSFM and Fee Proposal.

B. All of the services included above comprise Basic Services for purpose 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: ***No additions or modifications***

5. Task Order Schedule

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

Party	Action	Schedule
Engineer	**Submit Bid review to Owner**	**Within 14 days of receipt from Owner.**

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
a. Pre-Construction/Bidding/Negotiation Phase	$45,152.47	Lump Sum
b. Construction Phase	$763,880.00	Lump Sum
c. Post-Construction Phase	$44,184.81	Lump Sum
d. Other Direct Cost:	$87,603.00	Lump Sum
e. GRT:	$44,331.45	
TOTAL COMPENSATION	$985,151.73	

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.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Attachment A - SOW CM-PM Services for Gravity Main Acute Defects SSFM and Fee Proposal

10. Other Documents Incorporated by Reference: None

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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:

OWNER: Guam Waterworks Authority	ENGINEER: SSFM International, Inc.
By: [signature] 9/30/2026	By: Michael Matsumoto 9/17/2026
Print Name: FOR: Miguel C. Bordallo, PE	Print Name: Michael Matsumoto, PE, FACEC
Title: General Manager	Title: President/CEO
	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:	E-Mail Address:
Phone:	Phone:

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GWA Engineering Department Approval:

By: 9/18/2026

Brett Railey, PE
Assistant General Manager of Engineering

Certified Funds Available:

By: 9/25/2026

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

Approved as to Form:

By: 9/24/2026

Theresa G. Rojas, ESQ.
GWA Legal Counsel

Contract Amount:	$ 985,151.73
Contingency:	$ 0
Amount Certified:	$ 985,151.73
Funding Sources:	Bond 2025 MP-WW-PIPE-01

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EXHIBIT C

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

SCOPE OF WORK

TASK ORDER 2 - DESIGN SERVICES FOR GRAVITY MAIN ACUTE DEFECTS

1. OVERVIEW

GWA intends to meet the compliance requirements set forth in the Partial Consent Decree (PCD). The execution of this task order would assist GWA in conducting gravity main condition assessments and developing design documents for the construction of new or rehabilitated gravity sewer mains containing acute defects in various locations on the island. Under this task order, there are **57 gravity lines**, totaling **13,096 linear feet**. If these acute defects are not addressed in a timely manner, they may worsen over time and could adversely affect the health of the surrounding community and environment.

Design Consultant will assist and prepare for the following, and to be reviewed by GWA as applicable:

- Project Schedule
- Meeting minutes
- CCTV Inspection data (NASSCO rated)
- Condition assessment reports and data
- Archeological reports
- Permitting support
- 30%, 90%, and 100% design documents
- Pre-bid and bidding support
- Bid review technical memorandum
- Engineering support during construction

Additional details regarding these services are provided in the Scope of Work sections that follow.

The Design Consultant should note that the Design, Contract Bidding Support, and Engineering Support during Construction Scope of Work is dependent on the findings of the CCTV footage review and Condition Assessment Reports. Therefore, the initial phase of the scope and the Design Consultant's Proposal will be limited to the Project Management, Condition Assessment, and Preliminary Design. The full Design Scope of Work will be further defined and clarified once the Condition Assessments have been completed, and a Change Order to this Task Order may be developed.

The Design Consultant will prepare these documents in general conformance with applicable

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Federal and Guam laws, regulations, ordinances, and permitting requirements. The Design Consultant will coordinate with the Guam and Federal agencies, as appropriate, to support compliance with these requirements.

2. PROJECT MANAGEMENT

2.1. 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) Organizing and facilitating design meetings.

b) Monitoring scope, budget, and schedule to identify and address potential issues early.

c) Managing communication and documentation, including submittals, transmittals, and design deliverables.

d) Quality assurance reviews to assess consistency of design deliverables with project requirements and applicable standards.

2.2. Project Schedule

The Design Consultant will submit a project schedule to track anticipated task durations and milestones. The schedule will be updated periodically during the project, including the various design phases, contract bidding, and engineering support phases during construction stages.

2.3. Meetings and Coordination

The Design Consultant will coordinate and participate in project meetings and stakeholder coordination necessary to support project initiation, design development, and permitting activities. Meetings will primarily occur virtually unless otherwise requested by GWA.

a. Project Kickoff Meeting: The Design Consultant will coordinate and facilitate one (1) project kickoff meeting with GWA to confirm project objectives, review available information, discuss design parameters, identify key challenges, and establish the preliminary project schedule. Design Consultant will prepare and distribute meeting minutes.

b. Coordination Meetings: The Design Consultant will facilitate project coordination meetings with GWA and the project team to review progress, discuss technical issues, and confirm action items. Design Consultant will prepare and distribute summary meeting notes documenting key discussion points and action items.

c. Stakeholder Coordination: The Design Consultant will coordinate with relevant local and federal agencies, including the Guam Environmental Protection Agency (GEPA), Department of Public Works (DPW), and Guam State Historic Preservation Office (GSHPO), as needed to support project development and the permitting process.

d. Design Review Meetings: Design review (30%, 90%, and 100%) meetings shall be addressed under the design task.

2.4. Deliverables

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a. Project Progress Schedule(s)

b. Kickoff meeting minutes and coordination meeting summaries.

3. CONDITION ASSESSMENT

3.1. CCTV & Manhole Inspection Management

a. Client Meetings & Coordination

b. Field Support, Monitoring, Coordination, & Safety

c. Identify the Manholes and sewer mainlines 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

3.2. CCTV Inspection of Sewer Mainline & Manhole Inspections

a. CCTV Inspection

i. CCTV work will be performed by the Design Consultant or a Contractor.

ii. CCTV work will be performed in general conformance with the requirements of DPW Highway Encroachment permit.

iii. Provide temporary traffic control measures such as traffic cones, signage, for lane closures needed to complete the work in compliance with the encroachment permit.

iv. Pipeline inspections will be performed in compliance with the NASSCO Pipeline Assessment and Certification Program (PACP).

v. Manhole inspections will be performed in general conformance with NASSCO Manhole Assessment and Certification Program (MACP).

b. 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.

3.3. Condition Assessment Report

Design Consultant 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 verify the condition and

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structural defects.

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. Recommendations 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. Inspection Data Processing and Digital Asset Management

i. CCTV inspection data will be submitted to GWA to be processed and stored using GWA's sewer AI platform.

c. Assessment Report

i. Submit a Condition Assessment Report and provide 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) compatible Geographic Information System (GIS) mapping format.

d. Deliverables

i. Condition Assessment Report

ii. ESRI GIS Data

4. PRELIMINARY DESIGN

4.1. Data Research

The Design Consultant 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 information collected will be used to evaluate existing conditions.

4.2. Archaeological Services

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.

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.

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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 and GEPA.

4.3. Deliverables

a. AMDRP – Draft

b. AMDRP – Final

5. DESIGN (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

The designer will perform the following tasks to complete the 30%, 90%, and 100% design document packages.

5.1. Meetings

a. The designer will conduct 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%, 90%, and 100% design development milestones, or as needed.

c. Prepare and submit design progress review meeting and minutes to GWA project team.

5.2. Permitting Support

a. Identify anticipated permitting requirements for the project.

b. At the 90% design, assist GWA with obtaining DPW Building Permit "initial" review and routing. Permitting agencies may include GEPA, SHPO, etc. The intent is to obtain comments from the reviewing agencies as soon as practicable and incorporate relevant regulation requirements in the final design. It will be the responsibility of the

c. Provide technical support and respond to technical questions related to the DPW Building Permit application.

5.3. Design Documents

a. Prepare the 30%, 90%, and 100% progress design drawings, specifications, and contract documents.

b. Prepare "Issued for Bid" drawings, specifications, and contract documents.

5.4. Cost Estimate

Prepare cost estimates for the 100% design phase.

5.5. Deliverables

a. Design Progress Review Meeting Agenda & Minutes

b. Design Drawings (30%)

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c. Outline Technical Specifications (30%)

d. Design Drawings (90%)

e. Technical Specifications (90%)

f. Design Drawings (100%)

g. Technical Specifications (100%)

h. Cost Estimate (100%)

i. Design Drawings (Issued for Bid)

j. Technical Specifications (Issued for Bid)

6. CONTRACT BIDDING SUPPORT (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

6.1. Pre-Bid Meeting and Site Visit

The Pre-Bid Meeting and Site Visit will be led by GWA Engineering & Procurement. The Design Consultant will assist in discussing the design intent and answer any questions that may arise.

6.2. Requests for Information (RFI)

The Design Consultant will prepare responses for any RFIs.

6.3. Addenda

Should changes to the Bid Design Documents arise, the Design Consultant will update the Design Documents and submit the revised versions to GWA.

6.4. Bid Evaluation

After receipt of construction bid packages, the Design Consultant 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). The Design Consultant will work with GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

6.5. Technical Memorandum

Upon completion of the bid evaluation, the Design Consultant will prepare a technical memorandum summarizing the review and provide a recommendation for award. The recommendation will include review of performance and payment bonds and insurance for consistency with the bid documents and applicable procurement regulations, as well as bid analysis and Contractor ranking by bid amount.

6.6. Deliverables

a. RFI Responses

b. Bid Evaluation Technical Memorandum

7. ENGINEERING SUPPORT DURING CONSTRUCTION (*THIS SCOPE IS PENDING CONDITION ASSESSMENT*)

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

7.1. Conformed Bid Documents

Coordinate preparation of "Issued for Construction" conformed plans and specifications incorporating addenda and revisions provided during the bid phase.

7.2. Submittal Review

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.

7.3. Substitution Requests

Evaluate substitution requests to determine acceptability of substitute materials and equipment proposed by Contractor, as requested by the CM.

7.4. Requests for Information

Review project Requests for Information (RFI) and provide responses as requested by the Contractor or CM.

7.5. Deliverables

a. Conformed Bid Documents (Issued for Construction)

b. Submittal Review Responses

c. Substitution Request Responses

d. RFI Responses

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

EXHIBIT D

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SSFM International
Innovate | Adapt | Sustain

October 12, 2026 SSFM Project Number 2025_102.002

CLIENT: Guam Waterworks Authority
P.O Box 3010, Hagåtña,
Guam 96932

Attention: Mr. Miguel Bordallo, P.E., General Manager

PROJECT: Task Order 2 – Design Services for Gravity Main Acute Defects
Islandwide, Guam
Client Project No. 22606

REFERENCE: 1. Scope of Work for the above project received from GWA on October 7, 2026

FEE PROPOSAL FOR PROFESSIONAL SERVICES

This Fee Proposal is effective as of October 12, 2026 between SSFM International, Inc. (SSFM) located at at PO Box 11499, Tamuning, Guam 96913 and **Guam Waterworks Authority** (CLIENT), located at the address shown above. This FEE PROPOSAL identifies the proposed scope of services and fees for the Project and does not constitute a contract or agreement between the parties.

1. CLIENT has requested SSFM to provide the services described in this FEE PROPOSAL and its attachments, all of which are made part of this FEE PROPOSAL, with the intention to retain and engage SSFM.

2. CLIENT and SSFM agree as follows:

   a. Scope of Services: SSFM will provide the services set forth in Attachment S-1 (SERVICES).

   b. Term of Fee Proposal: This FEE PROPOSAL is valid for a period of 90 days from the effective date above. In the event a contract for this Project is unable to be executed within such 90-day period, SSFM reserves the right to withdraw the FEE PROPOSAL or revise the scope of services and/or fees of the FEE PROPOSAL

   c. Time of Performance: The services under this FEE PROPOSAL shall be performed and completed in accordance with the Time of Performance set forth in Attachment S-2.

   d. Compensation: SSFM shall be compensated for services rendered under this FEE PROPOSAL for the amount, including approved reimbursable costs incurred and applicable taxes, identified in the Compensation and Payment Schedule set forth in Attachment S-3.

      For a time and materials compensation, SSFM's current hourly billing rates are set forth in Attachment S-3.

   e. Climate Resilience Considerations: Current applicable Codes and the prevailing Standard of Care governing our work on this PROJECT do not address potential consequences of climate change. Our work under this FEE PROPOSAL is, therefore, limited to compliance with the current applicable Codes and the prevailing Standard of Care. If requested, SSFM is available to provide advisory services dealing with future climate risks and impact to the PROJECT.

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SSFM International
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SSFM respectfully submits this FEE PROPOSAL for consideration by Guam Waterworks Authority and appreciates the opportunity to assist with this project.

SSFM INTERNATIONAL, INC. (SSFM)

Joseph W. Duenas, ENV SP
Pacific Area Manager
Email: jduenas@ssfm.com

Reviewed and Approved By:

Michael P. Matsumoto, PE, SE, FACEC
President/CEO
Email: mmatsumoto@ssfm.com

Attachments: S-1: Scope of Services
S-2: Time of Performance
S-3: Compensation and Payment Schedule

FOR SSFM CONTRACT RECORDS ONLY

☒ CHECK IF CONTRACT FOLDER ESTABLISHED FOR THIS PROJECT

☐ CHECK COMPLETED GO-NO GO FILED

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ATTACHMENT S-1
SCOPE OF SERVICES

SSFM will provide the services set forth below:

GENERAL DESCRIPTION OF THE PROJECT

This project supports GWA's Partial Consent Decree (PCD) compliance by assessing gravity sewer mains and preparing preliminary design documentation for repairs or replacement. Scope covers **57 gravity lines** totaling **13,096 linear feet** with acute defects requiring timely action. SSFM will perform the initial services and prepare documents in conformance with applicable Federal and Guam requirements.

CLIENT PROVIDED INFORMATION

1. Existing records used to identify manholes and sewer mainlines to be inspected (e.g., maps, prior inventory).
2. Access and coordination to support meetings, field activities, and permitting discussions with agencies (GEPA, DPW, GSHPO).
3. Data receiving/processing capability via GWA's sewer AI platform for CCTV inspection data.

DESCRIPTION OF SERVICES

1. Section 2: Project Management Services:
   (a) Organize/facilitate design meetings; manage scope, budget, schedule; oversee communications and deliverables; perform QA reviews for consistency with project requirements.
   (b) Submit and periodically update the project schedule covering assessment and preliminary design phases.
   (c) Coordinate and document project kickoff and progress meetings (minutes/summaries). Meetings are primarily virtual unless otherwise requested by GWA.
   (d) Deliverables:
      (1) Progress schedule
      (2) Kickoff and coordination meeting summaries.
2. Section 3: Condition Assessment:
   (a) Manage CCTV and manhole inspection program: client coordination, field support/monitoring/safety; identify assets to inspect using existing records and field observations.
   (b) Secure DPW Highway Encroachment Permit and prepare Traffic Control Plan; provide temporary traffic control measures during work.
   (c) Perform inspections per NASSCO PACP (pipelines) and MACP (manholes); deliver videos, summary spreadsheets, and inspection reports with NASSCO ratings and embedded photos.
   (d) Prepare a Condition Assessment Report: process/analyze defect data; code defects per PACP/MACP; evaluate failure modes, likelihood/consequence of failure, criticality, and remaining useful life; recommend repair/rehabilitation/replacement. Provide ESRI-compatible GIS data.

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3. Section 4: Preliminary Design
   (a) Data research and field investigations to support design development (site visits, utilities, topo/boundary info, environmental constraints, stakeholder coordination).
   (b) Archaeological services: prepare AMDRP (draft/final) as required by SHPO; conduct background research, methodology, inventory surveys, and mitigation recommendations; coordinate with SHPO, Department of Agriculture, and GEPA
   (c) Deliverables: AMDRP (Draft and Final).

WORK NOT INCLUDED IN THIS FEE PROPOSAL

Other than the services described in paragraphs hereinbefore, the following work is not included in this FEE PROPOSAL. However, SSFM can provide these services under a separate agreement or addendum either through in-house staff or by subconsultants as Additional Services:

1. Section 5: Design (Pending Condition Assessment): design progress review workshops; permitting support at 90%; preparation of 30%, 90%, and 100% drawings/specifications/contract documents; "Issued for Bid" documents; cost estimate (100%).
2. Section 6: Contract Bidding Support (Pending Condition Assessment): pre-bid meeting/site visit assistance; responses to RFIs; addenda; bid evaluation; bid review technical memorandum.
3. Section 7: Engineering Support During Construction (Pending Condition Assessment): conformed "Issued for Construction" plans/specs; submittal reviews; substitution requests; RFI responses.

-end-

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ATTACHMENT S-2

TIME OF PERFORMANCE

Performance of services by SSFM shall commence on the receipt of a fully executed FEE PROPOSAL from CLIENT.

Excluding CLIENT and OWNER review periods, significant scope changes and/or redesigns by CLIENT, or other delays beyond the control of SSFM, the time schedule for the proposed scope of services should proceed according to the following time estimates:

SSFM WORK	ESTIMATED TIME
Project Management Services (Civil, CCTV & Archeological)	Five (5) months after NTP

-end-

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ATTACHMENT S-3
COMPENSATION AND PAYMENT SCHEDULE

For the services performed by SSFM under this FEE PROPOSAL, compensation for SSFM's services shall be a lump sum fee, including all applicable taxes plus any and all applicable Other Direct Costs, as follows:

Project Management	$ 140,074.21
CCTV Assessment	$ 700,680.61 **
Archeological	$ 46,608.00
Civil Engineering	$ 72,600.00
GRT:	$ 40,001.65
Total (Rounded Amount):	**$ 999,965.00**

** Fee is subject to change pending receipt of the final fee proposal from the CCTV contractor.

ADDITIONAL SERVICES:
For any additional services requested on an as-needed basis or task-order basis, compensation will be calculated on a cost-plus fee basis (defined by the time spent, multiplied by SSFM's hourly billing rates in effect at the time the services are performed, plus all applicable taxes plus any and all applicable Other Direct Costs) unless otherwise negotiated.

SSFM's current hourly billing rates, exclusive of any taxes. are shown below:

PERSONNEL CATEGORY	HOURLY BILLING RATE
Director/Principal	$ 410.00
Project Managers & Engineers	
S-3, Senior Manager	$ 410.00
S-2, Senior Project Manager	$ 305.00
S-1, Project Manager	$ 268.00
E-V, Senior Project Engineer	$ 219.00
E-IV, Project Engineer	$ 202.00
E-III, Engineer	$ 176.00
E-II, Engineer	$ 150.00
E-I, Engineer	$ 112.00
Planners	
Senior Planner	$ 268.00
Planner IV	$ 202.00
Planner III	$ 176.00
Planner II	$ 150.00
Planner I	$ 112.00
CAD Operator/Technician	
CAD Operator-VI	$ 166.00

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CAD Operator-V	$ 154.00
CAD Operator-IV	$ 133.00
CAD Operator-III	$ 117.00
CAD Operator-II	$ 109.00
CAD Operator-I	$ 91.00
Construction Representatives/Inspectors	
Senior Construction Manager	$ 262.00
Construction Manager	$ 204.00
Senior Inspector	$ 191.00
Inspector	$ 179.00
Knowledge Based Systems	
Programmer	$ 185.00
GIS Specialist	$ 195.00
GIS Technician	$ 130.00
Administrative	
Office Manager	$ 124.00
Senior Project Coordinator	$ 170.00
Project Coordinator	$ 130.00
Field Coordinator	$ 91.00
Specifications Writer	$149.00
Accounting Staff	$ 161.00
Information Technology	$ 185.00
Clerical	$ 90.00

-end-

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution 06-FY2027
Relative to Approval of Change Order No. 1 of Design-Build Contract for Upper Tumon Warehouse Renovation

What is the project's objective and is it necessary and urgent?
Upper Tumon Warehouse was constructed in 1993. Frequent rain and typhoon events over the span of 30 years contributed to severe rusting and deterioration of roofing and other structural metal parts. Super Typhoon Mawar (2023) caused further extensive damage to the Warehouse rendering the building unsuitable for continued use without repair/rehabilitation.

Due to recent changes to the project design, GWA has negotiated Change Order No. 1 with Canton Construction for the replacement of all warehouse girts and purlins. Proceeding with Change Order No. 1 will help reduce potential future maintenance requirements and performance issues associated with the existing warehouse structure.

As construction remains ongoing, GWA is currently utilizing temporary warehouse storage at a Canton Construction facility under a lease agreement that is set to expire on December 15, 2026. Because Change Order No. 1 and other future work will extend the project schedule by 12 months, GWA must also extend the temporary warehouse lease for a corresponding period.

To expedite the procurement of materials and avoid delays to the project schedule, GWA is requesting CCU approval to execute Change Order No. 1 in the amount of $271,500.00. The addition of this amount to the current contract funding remains within the funding previously authorized by the PUC and is therefore consistent with the PUC Contract Review Protocol.

GWA will separately seek CCU approval to petition the PUC for approval of the additional funding of $294,204.74 associated with the temporary warehouse lease extension, as this will exceed the total authorized amount approved by the PUC under the Contract Review Protocol. This approach will allow Change Order No. 1 to proceed immediately so that material procurement may begin while the temporary warehouse lease extension request undergoes the PUC review process.

Where is the project located?
The warehouse is in Upper Tumon.

How much will it cost?
Change Order No. 1 will be in the amount of $271,500 and the temporary warehouse lease extension will be in the amount of $294,204.74. This will bring the total authorized funding amount to $2,560,244.74.

When will it be completed?
Work is estimated to be completed by December 2027.

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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What is the funding source?
Bond funds and other appropriate funding sources including FEMA Public Assistance Program or GWA Property Insurance Claim.

The RFP/BID responses (if applicable):
N/A

GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913 • P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 06-FY2027

RELATIVE TO APPROVAL OF CHANGE ORDER NO. 1 OF DESIGN-BUILD CONTRACT FOR UPPER TUMON WAREHOUSE RENOVATION

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 a Design-Build contract agreement to Canton Construction Corporation (CCC) for the Upper Tumon Warehouse Renovation Project (See Exhibit A); and

WHEREAS, within Resolution 38-FY2025 (See Exhibit B), the CCU approved the total current authorized funding amount of Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00), where One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00) is the original contract amount and One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00) is a ten percent (10%) contingency; and

WHEREAS, GWA negotiated with CCC for Change Order No. 1 to replace all remaining girts and purlins not included in the original bid due to continuous deterioration of the warehouse's structural secondary framing members, which would reduce potential future maintenance and performance issues with the existing warehouse (See Exhibit C); and

WHEREAS, CCC is currently leasing temporary warehouse storage for GWA equipment under the current contract, and the lease is set to expire on December 15, 2026; and

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WHEREAS, due to the additional work required under Change Order No. 1 and other anticipated future work, the construction schedule is expected to be extended by twelve (12) months, prompting GWA to negotiate with CCC for an extension of the temporary warehouse lease (See Exhibit D); and

WHEREAS, GWA management and the Construction Management consultant reviewed the associated cost proposal and found it acceptable; and

WHEREAS, GWA management seeks CCU approval to execute Change Order No. 1 in the amount of Two Hundred Seventy-One Thousand Five Hundred Dollars ($271,500.00) for the replacement of all girts and purlins, and the temporary warehouse lease extension in the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy Four Cents ($294,204.74), increasing the total authorized funding to Two Million Five Hundred Sixty Thousand Two Hundred Forty Four Dollars and Seventy Four Cents ($2,560,244.74); and

WHEREAS, for the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy-Four Cents ($294,204.74) relating to the temporary warehouse lease extension, GWA Management further seeks CCU approval to petition the Public Utilities Commission ("PUC") for approval to increase the total authorized funding amount to Two Million Five Hundred Sixty Thousand Two Hundred Forty-Four Dollars and Seventy-Four Cents ($2,560,244.74).

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 cost proposal for Change Order No. 1 and warehouse lease extension to be acceptable and is necessary to complete the Upper Tumon Warehouse Renovation Project.
3. The CCU authorizes GWA to execute Change Order No. 1 in the amount of Two Hundred Seventy-One Thousand Five Hundred Dollars ($271,500.00).

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4. The CCU authorizes GWA to execute temporary warehouse lease extension in the amount of Two Hundred Ninety-Four Thousand Two Hundred Four Dollars and Seventy-Four Cents ($294,204.74), upon PUC approval.
5. The CCU hereby approves increasing the total authorized funding for the Design-Build contract with Canton Construction Corporation to Two Million Five Hundred Sixty Thousand Two Hundred Forty-Four Dollars and Seventy-Four Cents ($2,560,244.74).
6. The CCU hereby approves the use of Bond funds, funding from FEMA Public Assistance Program or GWA Property Insurance Claims for the project.
7. The CCU hereby further approves GWA Management to petition the PUC for approval to increase total authorized funding and to execute warehouse lease extension with Canton Construction Corporation for the Upper Tumon Warehouse Renovation Project.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary

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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: _____

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EXHIBIT A

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR DESIGN-BUILD CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **Guam Waterworks Authority** ("Owner") and **Canton Construction Corporation** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work, for the Project, as specified and indicated in the Contract Documents.

Refer to Article 1 (1.01 & 1.02) in Technical Data document for the Work and Project description(s), which shall be incorporated herein.

ARTICLE 2 – OWNER'S CONSULTANT

Refer to Article 2 (2.01 & 2.02) Technical Data document, which shall be incorporated herein.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

A. Time is of the essence for all Milestones, if any, Substantial Completion, and completion and readiness deadlines for work and final payment(s) as stated in the Contract Documents.

3.02 Contract Times: Days

Refer to Article 3.02 Technical Data document, which shall be incorporated herein

3.03 Liquidated Damages

Refer to Article 3.03 Technical Data document, which shall be incorporated herein

3.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

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Paragraph3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: **$ 1,994,540.00**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	N/A				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$____0_____.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$ 1,994,540.00**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner's Consultant as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **15th** day of each month

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during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 90 percent of Work completed (with the balance being retainage). And

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Owner's Consultant as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

6.01 Not applicable.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages _1_ to _9_, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___to____, inclusive).
4. Other bonds.
   a. Bid Bond (pages _1_ to _4_, inclusive).
5. General Conditions (pages _1_ to _70_, inclusive).
6. Supplementary Conditions (pages _1_ to _8_, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the attached sheet index.
9. Addenda (numbers _1_ to _3_, inclusive).
10. RFI Responses (numbers_1_, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _1_ to _126_, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

9.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 12/10/2025 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Guam Waterworks Authority	**Canton Construction Corporation**
By: MIGUEL C. BORDALLO, P.E. 12/10/2025	By: Bobby Yung 12/4/2025
Title: General Manager, GWA	Title: General Manager, VP
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Gloria B Nelson Public Service Building	626 Pale San Vitores Rd
688 Route 15	Tumon, Guam 96913
Mangilao Guam 96913	
	License No.: *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

CERTIFIED FUNDS AVAILABLE:

By:

TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Date: 12/10/2025

Contract Amount: $1,994,540.00

Total Amount Certified: $1,994,540.00

Funding Source: CIP Funds MP-GEN-MISC-05

APPROVED AS TO FORM:

Note: Contract sent to OAG on 10/09/25 for review; AG review completed and cleared 10/13/25.

By:

THERESA G. ROJAS, Esq.
GWA Legal Counsel

Date: 12/5/2025

By:

BRETT RAILEY, P.E.
GWA Assistant General Manager – Engineering

Date: 12/2/2025

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Docusign Envelope ID: F98A6D1E-E293-4736-9AE1-FA9510A927F1

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR DESIGN BUILD CONTRACT (STIPULATED PRICE)

TECHNICAL DATA

ARTICLE 1-WORK

1.01 Contractor shall complete all Work for the Project as specified and indicated in the Contract Documents. The Work is generally described as follows:

1. Design-Build of Upper Tumon Warehouse Renovation

1.02 The Project is generally described as follows: **Design-Build of Upper Tumon Warehouse Renovation**

GWA Project Number: **42102.**

Article 2-ENGINEER

2.01 The part of the Project that pertains to the Work has been designed by **N/A .**

2.02 The Owner has retained a **HDR Engineering, Inc.** as Construction Manager ("Resident Project Representative"), to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3- CONTRACT TIMES

3.02 Contract Times: Days

A. The Work will be substantially completed within the following days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions:

B. The Work for the **Design-Build of Upper Tumon Warehouse Renovation** will be substantially completed within **300** calendar days from Notice to Proceed issuance as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.

C. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days] NA
2. Milestone 2 [event & date/days] NA
3. Milestone 3 [event & date/days] NA

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.02 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof,

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Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner **$ N/A** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

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GUAM WATERWORKS AUTHORITY
P.O Box 3010
Hagatna, Guam 96932
Procurement@guamwaterworks.org
Telephone: (671) 300-6029
Fax Number: (671) 649-3750

Date: 12/02/2025

Guam Waterworks Authority
Purchase Order Print

Order Company	CIP	**Order Number**	900078
Shipped From	700110 Canton Construction Corp. GU 626 Pale San Vitores Rd., Tumon, Gu Tumon GU 96913	**Ship To**	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	10/15/2025	**Branch/Plant**	42102
Buyer	Eileen Quitugua	**Currency Code**	USD
Phone	1-671-300-6830	**POC**	Ernesto Villarin
Email	ejquitugua@guamwaterworks.org		
Expiration			

PURCHASE DESCRIPTION

Design-Build of Upper Tumon Warehouse Renovation; GWA Project No. 42102; IFB-01-ENG-2025

CONDITIONS

GAR	2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By	Ernesto Villarin
Business Unit	42102
G/L Account No	[redacted]
Note to Receiver	

OR **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		62542205/ 42102/ Original Construction Service-Contract	10/22/2025			1,795,086.00	1,795,086.00
2		62542205/ 42102/ Retainage Original Construction Service-Contract	10/22/2025			199,454.00	199,454.00

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30 **Total Inc** 1,994,540.00

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 -

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Docusign Envelope ID: F98A6D1E-E293-4736-9AE1-FA9510A927F1

Note: The contract terms for this Standard Purchase Order are listed in a separate document which is either attached to the email you received or sent separately. These contract terms should be read in conjunction with this Standard Purchase Order.

Proprietary and Confidential

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

EXHIBIT B

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. 38-FY2025

RELATIVE TO APPROVAL OF DESIGN-BUILD CONTRACT FOR UPPER TUMON WAREHOUSE RENOVATION

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

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

WHEREAS, in February 2024, the CCU approved Resolution 10-FY2024 (see Exhibit A) authorizing GWA to issue a competitive procurement bid for the Design-Build of Upper Tumon Campus Improvement, Phase 1, and approved Three Million One Hundred Sixty-Seven Thousand Five Hundred Dollars ($3,167,500.00) of available bond funds.

WHEREAS, the Design-Build of Upper Tumon Campus Improvement, Phase 1 includes Upper Tumon Warehouse Renovation and Meter Testing Facility Repair; and

WHEREAS, the Meter Testing Facility Repair has been completed using Internally Funded CIP (IFCIP); and

WHEREAS, GWA issued a competitive procurement bid (IFB-01-ENG-2025) for the Design-Build of Upper Tumon Warehouse Renovation; and

WHEREAS, Invitation for Bids (IFB-01-ENG-2025) packages were picked up by ten (10) interested parties, from which GWA received a total of three (3) bid proposals by the bid proposal deadline on March 18, 2025 (Exhibit B – Abstract of Bids); and

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WHEREAS, the initial review of the bid submitted by the lowest bidder, Canton Construction Corporation (CCC), was determined to be missing some documents and some items needing clarification; and

WHEREAS, in March and April 2025, GWA requested additional information and sought clarification from CCC on the location of Temporary Warehouse (Additive Bid Item 1), and by April 14, 2025, CCC complied by submitting necessary documents, clarifying staffing plans and identifying the proposed location for Temporary Warehouse; and

WHEREAS, after further evaluation of the additional documents submitted and clarifications provided, it was concluded that Canton Construction Corporation, who submitted the lowest Base Bid proposal (Exhibit C – bid proposal-Bid Schedule) of One Million Five Hundred Fifty-Four Thousand Five Hundred Forty Dollars ($1,554,540.00) plus an Additive Bid of Four Hundred Forty Thousand Dollars ($440,000.00) for a Total Bid of One Million Nine Hundred Ninety-Four Thousand Five Hundred and Forty Dollars ($1,994,540.00) as the lowest responsive and responsible bidder having met all the bid requirements set forth by GWA; and

WHEREAS, GWA Management is seeking CCU approval to enter into contract with Canton Construction Corporation for IFB-01-ENG-2025 in the amount of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00), along with a ten percent (10%) contingency of One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00), bringing the total funding amount to Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00); and

WHEREAS, GWA Management further seeks CCU approval to petition the Public Utilities Commission ("PUC") for the approval of the contract given this project meets the Contract Review Protocol requirements for the use of bond funds; and

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

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

1. The recitals set forth above hereby constitute the findings of the CCU.
2. The CCU hereby authorizes GWA Management to accept the bid from Canton Construction Corporation attached hereto as Exhibit C, and which is also incorporated into this Resolution in its entirety.
3. The CCU hereby authorizes GWA Management to enter into a contract with Canton Construction Corporation in the amount of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00).
4. The CCU hereby approves the funding total of One Million Nine Hundred Ninety-Four Thousand Five Hundred Forty Dollars ($1,994,540.00), along with a ten percent (10%) contingency of One Hundred Ninety-Nine Thousand Four Hundred Fifty-Four Dollars ($199,454.00), bringing the total authorized funding amount to Two Million One Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars ($2,193,994.00).
5. The CCU hereby approves the use of Bond funds, funding from FEMA Public Assistance Program or GWA Property Insurance Claims for the project.
6. The CCU hereby further approves GWA Management to petition the PUC for approval to enter into contract with Canton Construction Corporation for the Upper Tumon Warehouse Renovation project.

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:

5/27

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

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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'

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. 10-FY2024

RELATIVE TO REQUESTING APPROVAL TO PROCURE DESIGN-BUILD OF GWA UPPER TUMON CAMPUS IMPROVEMENTS

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 will be utilizing the Design-Build project delivery method for the GWA Upper Tumon Campus Improvements project to make necessary repairs, rehabilitation and renovations of the Customer Service Center, Compliance Laboratory, Warehouse and Meter Testing Facility; and

WHEREAS, the GWA Upper Tumon Campus Improvements project will be implemented in two phases: Phase I (Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation and Laboratory Equipment Replacement); and

WHEREAS, the existing Upper Tumon Warehouse was originally constructed in 1993 to store and manage the inventory of equipment and spare parts needed for immediate repairs to maintain the water and wastewater assets in good working condition; and.

WHEREAS, the normal wear in Guam's tropical conditions over the span of 30 years contributed to deterioration of metal roofing, gutters, z-purlins and other structural members of the warehouse resulting in rain water leaking through the damaged roof. In addition, Typhoon Mawar caused further extensive damage to the warehouse and the adjacent Meter Testing

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Facility in May 2023, damaging the existing roof, offices, some stored parts and equipment (see Exhibits A and B); and

WHEREAS, the extensive damage to Upper Tumon Warehouse and Meter Testing Facility have affected the integrity of stored materials and the safety for occupants of both buildings. GWA staff at the Upper Tumon Warehouse and the Asset Management office on the second floor of Meter Testing Facility have been temporarily relocated to the Upper Tumon Customer Service Center or the GBN Public Service Building in Mangilao; and

WHEREAS, the rehabilitation of the Upper Tumon Warehouse and the repair of Meter Testing Facility are necessary and urgent to make the facility safe for GWA employees and visitors, and to properly protect and maintain the inventory of spare parts while in storage; and

WHEREAS, in Resolution No. 2009-16 (Exhibit C), the CCU directed GPA and GWA to explore opportunities for the Upper Tumon Customer Service Center wherein services provided to customers may be improved by combining resources of the two utilities; and

WHEREAS, the renovation of existing Customer Service Center, currently housing both GWA and GPA customer service, is necessary to improve general comfort and convenience for customers and staff, and to meet current requirements of the building code, fire/safety code, and other relevant codes and standards; and

WHEREAS, the GWA Compliance Laboratory facility has three (3) laboratories served by a special laboratory ventilation and exhaust systems, components of which are beyond their useful life or no longer meet current standards; and

WHEREAS, based on a condition report prepared by an engineering firm (see Exhibit D), a replacement of the existing ventilation equipment with new Dedicated Outside Air Units (DOAUs) is necessary to meet acceptable indoor air quality requirements per national standards and ensure continued operation of the laboratory; and

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WHEREAS, the recommended Scope of Work includes design analysis, environmental clearance technical support, detailed engineering drawings, specifications, all regulatory approval and permits, and construction including labor, tools, equipment and materials; and

WHEREAS, GWA management seeks CCU approval to procure a competitive design-build contract among experienced and qualified companies for the Design-Build of Upper Tumon Campus Improvements Phase I (Upper Tumon Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation and Laboratory Equipment Replacement); and

WHEREAS, funding in the amount of Three Million One Hundred Sixty-Seven Thousand Five Hundred Dollars ($3,167,500.00) for Phase I and Five Million Eighty Thousand Nine Hundred Dollars ($5,080,900.00) for Phase II, for a total funding amount to Eight Million Two Hundred Forty-Eight Thousand Four Hundred Dollars ($8,248,400.00), is available through GWA bonds funds, Internally Funded Capital Improvement Project (revenue) funding, GWA Property Insurance Claims and reimbursement through FEMA Public Assistance Program funding as applicable; and

WHEREAS, GWA management further seeks CCU authorization to submit a petition to the PUC for approval under the PUC contract review protocol.

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 solicitation of bids for Design-Build of GWA Upper Tumon Campus Improvements is necessary to ensure public safety, equipment protection, continued operations and improve customer service (Exhibits A, B, and D).
3. The CCU hereby authorizes the amount for Design-Build of GWA Upper Tumon Campus Improvements Phase I (Warehouse Rehabilitation and Meter Testing Facility Repair) and Phase II (Customer Service Center Renovation

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

and Laboratory Equipment Replacement) of Eight Million Two Hundred Forty-Eight Thousand Four Hundred Dollars ($8,248,400.00).

4. The CCU hereby further authorizes the management of GWA to fund the Design-Build project delivery of GWA Upper Tumon Campus Improvements through GWA bonds funds, Internally Funded Capital Improvement Project (revenue) funding, FEMA Public Assistance Program, GWA Property Insurance Claims as applicable and other appropriate funding sources.
5. The CCU hereby further authorizes GWA management to petition the PUC for approval of the procurement of Design-Build of GWA Upper Tumon Campus Improvements.

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

DULY AND REGULARLY ADOPTED, this 27th day of February 2024.

Certified by:

JOSEPH T. DUENAS
Chairperson

Attested by:

PEDRO ROY MARTINEZ
Secretary

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

SECRETARY'S CERTIFICATE

I, Pedro Roy Martinez, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

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

AYES: 4
NAYS: 0
ABSENT: 1
ABSTAIN: 0



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EXHIBIT ' B'

GUAM WATERWORKS AUTHORITY
ABSTRACT OF BIDS

Project Name: Upper Tumon Warehouse Renovation Project
Project Number: 42102 **IFB NO.:** IFB-01-ENG-2025

Bid Opening Date: March 18, 2025
Bid Opening Time: 2:00 PM

	Bidders Name	Section A-5 Bid Bond	CERTIFICATIONS: Bidder Qualification Form	Bid Proposal & Bid Schedule	Affidavit Regarding Non-Collusion	Certification Regarding EEO	Certification Regarding Non-Segregated Facilities	Sex Offender Certification	Declaration Re-Compliance w/ US DOL	Affidavit Disclosing Ownership and Interest	Affidavit Regarding Gratuities or Kickbacks	Affidavit Regarding Ethical Standards	Affidavit Regarding contingent Fees	Special Instruction to Bidders	Proof of Licensure to Perform Work	Financial Statements	Proof of Status As Veteran	Addendum No. 1	Addendum No. 2	Addendum No. 3	BASE BID
1.	Canton Construction 1:10pm	FIRST NET INSURANCE 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	$1,554,540 BASE $440,000 ADD ITEM $1,994,540 TOTAL
2.	IAN Corporation 1:37 PM	SAFECO INS. CO. AMERICA 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	$2,680,229. BASE $1,203,150. ADD $3,883,379 TOTAL
3.	Eastern Pacific Engineering; Construction 1:45 PM	SAFECO INS. CO. AMERICA 15% OF BID AMOUNT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	*		✓	✓	✓	$3,793,600.99 BASE $958,409.89 ADD $3,752,010.88 TOTAL
4.																↳	NO FINANCIAL STATEMENT				
5.																					
6.																					
7.																					
	GWA ESTIMATE	$ 3,030,000.00																			

Bids Opened and Read by: Luisa Calvo (Name and Signature)

Tabulated By: ERUERTO VILLARU (Name and Signature)

GWA Procurement Representative: HAYASH, DIANA (Name and Signature)

Witnesses:

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CCU Regular Board Meeting, October 27, 2026 - GWA

Doc. No. 38GL-26-3188.*

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

EXHIBIT 'C'

(3)

BID SCHEDULE

Interested Bidders must complete Table A. All blanks in the tables must be filled out.

Definitions:
LS = lump sum
SF = square feet
LF = linear feet
EA = each

BASE BID

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
1.0	**General Requirements**				
1.1	Mobilization/Demobilization	1	LS	$ 60000	$ 60000
1.2	Bonding Fee & Insurance	1	LS	$ 30000	$ 30000
1.3	Permit Application Fee	1	LS	$ 15000	$ 15000
1.4	Professional Engineer Services	1	LS	$ 30000	$ 30000
2.0	**Warehouse Roofing**				
2.1	Remove and replace existing 18-gauge Butlerib Roofing including Insulation	14,400	SF	$ 25	$ 360000
2.2	Remove and replace roof ridge cover (same width as existing)	180	LF	$ 55	$ 9900
2.3	Remove and replace transversal roof metal flashing (same width as existing)	160	LF	$ 55	$ 8800
2.4	Remove and replace metal gutter (same dimensions as existing)	360	LF	$ 55	$ 19800
2.5	Remove and replace rusted roof Z purlins located near the gutter	360	LF	$ 50	$ 18000
2.6	Supply and install additional new roof Z purlins for wind load protection as recommended by the Professional Structural Engineer	720	LF	$ 50	$ 36000
3.0	**Warehouse Siding**				
3.1	Remove and replace existing 18-gauge Butlerib Siding including Insulation	15,600	SF	$ 28	$ 436800

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(3)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
3.2	Remove and replace corner siding metal flashings (same width as existing)	120	LF	$ 40	$ 4800
3.3	Remove and replace 1 topmost Z and 2 bottommost Z girts	1,080	LF	$ 30	$ 32400
3.4	Remove and replace metal downspout	300	LF	$ 30	$ 9000
3.5	Remove and replace corner flashing	120	LF	$ 30	$ 3600
3.6	Supply and install new base angle and base trim	480	LF	$ 30	$ 14400
4.0	**Exterior Metal Stair**				
4.1	Demolish existing exterior stair including overhead roofing	1	LF	$ 10000	$ 10000
4.2	Install new exterior stair, with compliant railing at new location, complete with roof cover, and supports	1	LF	$ 30000	$ 30000
4.3	Provide 3'Lx2'Wx4"H concrete landing	1	LF	$ 1500	$ 1500
4.4	Painting of new exterior metal stair	1	LF	$ 3000	$ 3000
5.0	**Metal Door/Roll-up Doors/Ventilation**				
5.1	Demolish existing metal door (for existing exterior stair)	1	EA	$ 5000	$ 5000
5.2	Supply and Install Exterior Hollow Metal Door, including hardware (for new Exterior Metal Stair)	1	EA	$ 2000	$ 2000
5.3	Remove and replace the existing 12' wide x 15' high motor-operated roll-up door, including guides, jamb frames, and canopy supports	1	LF	$ 20000	$ 20000
5.4	Remove and replace the existing 12' wide x 13' high motor-operated roll-up door, including guides, jamb frames, and canopy supports	2	EA	$ 20000	$ 40000
5.5	Supply and install Aluminum Louver (size to be determined by Professional Mechanical Engineer)	4	EA	$ 8000	$ 32000

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(3)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
5.6	Supply and install Electric Explosion Proof Shutter Mounted Exhaust Fan (3,600 CFM min - assumed)	4	EA	$ 2500	$ 10000
6.0	**Ground Floor and Mezzanine Office**				
6.1	Remove and replace acoustic ceiling tiles (24"x48" and 24"x24") including aluminum grid framing	2,970	SF	$ 8	$ 23760
6.2	Remove and replace existing 5/8" gypsum board wall with sound insulation, metal studs, top and bottom rails, and painting	8,736	SF	$ 12	$ 104832
6.3	Remove and replace 3'-0"x6'-8" single swing wooden door complete with jamb, hardware, and painting	12	EA	$ 2000	$ 24000
6.4	Remove and replace 6'-0"x6'-8" double swing wooden door complete with jamb, hardware, and painting	1	EA	$ 3500	$ 3500
6.5	Remove and replace 3'-8"x4'-0" glass window with wooden frame, painted.	10	EA	$ 1000	$ 10000
6.6	Remove and replace 3'-8"x12'-0" glass window with wooden frame, painted.	1	EA	$ 2400	$ 2400
6.7	Remove Mezzanine floor vinyl flooring and replace with 18"x18'x3/8" ceramic tiles	1,506	SF	$ 8	$ 12048
7.0	**Electrical and Mechanical Works**				
7.1	Remove 24"x48" recessed ceiling lighting fixtures per sheet E-1 and replace with 24"x48" recessed ceiling lighting fixture, energy efficient lamp and ballast per sheet E-4.	42	EA	$ 750	$ 31500
7.2	Remove 24"x24" recessed ceiling lighting fixtures per sheet E-1 and replace with 24"x24" recessed ceiling lighting fixture, energy efficient lamp and ballast per sheet E-4.	6	EA	$ 500	$ 3000

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(3)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
7.3	Install 2 series of 8'-0" long fluorescent lighting fixture, energy efficient lamp and ballast supported by hangers per sheet E-4.	10	EA	$ 500	$ 5000
7.4	Remove series of 8'-0" long fluorescent lighting fixtures per sheet E-1 and replace with energy efficient lamp and ballast per sheet E-4.	85	EA	$ 500	$ 42500
7.5	Remove and replace exterior LED lighting fixtures and conductors per sheet E-7.	3	EA	$ 1000	$ 3000
7.6	Remove and replace exterior LED flood lights and conductors per sheet E-7.	2	EA	$ 1000	$ 2000
7.7	Supply and install air conditioning units at the ground and mezzanine floor offices complete with electrical wirings, capacities to be determined by the Professional Mechanical Engineers	1	LS	$ 30000	$ 30000
8.0	**De-rusting and Coating of Structural Framing**				
8.1	De-rusting of existing structural frame and application of rust protection.	1	LS	$ 15000	$ 15000
Total Base Bid					$ 1,554,540
Write out total base bid amount in words below					
ONIE MILLION FIVE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED FORTY					

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(3)

ADDITIVE BID (OPTIONAL)

Item No.	Description	Qty	Unit	Unit Price	Extended Amount
1.0	**Temporary Warehouse Housing**				
1.1	Provide a warehouse for the temporary relocation of the current personnel and inventory in the existing warehouse the meets the following minimum requirements: a. Warehouse interior area = 6000 sf. b. Airconditioned office space inside the warehouse for 5 personnel complete with telephone and internet access, lighting, outlets for electrical devices, lockable office doors (tables and chairs by GWA). c. Bathroom d. With at least 2 roll-up doors with minimum width of 15'. e. Enough space for off-loading 40-ft. containers. f. Adequate interior lighting for daily and standby operations g. Fencing around the warehouse with lockable gates. h. Adequate exterior lighting.	1	LS	$ 200,000	$ 200,000
2.0	**Warehouse Extension**				
2.1	Construct a warehouse extension (20'x80') at eastern side of existing warehouse complete and operational including but not limited to civil works including water and sewer service connections, structural, mechanical including sprinkler system and air-conditioning system, plumbing, electrical, CCTV and telecommunication per drawing layout on Sheet C-12.	1	LS	$ 240 000	$ 240 000
	Total Additive Bid				$ 440,000
	Write out total additive bid amount in words below				
	FOUR HUNDRED FORTY THOUSAND				

Doc. No. 38GL-26-3188.*

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(3)

Total Base Bid plus Additive Bid	$1,994,540
Write out total bid amount in words below	
ONE MILLION NINE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED FORTY	

This Contract will be awarded to the lowest responsive and responsible bidder based on the total Base Bid Schedule. Determination of the lowest responsive and responsible bidder will be in accordance with the provisions of the Bid Documents.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of 15% OF TOTAL BID AMOUNT

B. List of Proposed Major Suppliers; BENSON, TSANG BROTHERS, HAWAIIAN ROCK & DATELINE

C. Required Bidder Qualification Statement with Supporting Data. ATTACHED

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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EXHIBIT B EXHIBIT C

October 8, 2026

Calvin Yam
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam

SUBJECT: GWA Upper Tumon Warehouse Renovation – Proposed Change Order No. 1 (PCO1)

Hafa Adai Mr. Yam,

HDR has reviewed the attached PCO1 submitted by Canton Construction Corporation (CCC) for the additional purchase and replacement of all girts and purlins.

The awarded bid included Item 2.5 and 2.6 for the removal, replacement and installation of additional roof purlins with a quantity of 360 linear feet and 720 linear feet, respectively, and Item 3.3 for 1,080 linear feet of removal and replacement of the topmost and 2 bottommost Z girts.

PCO No. 1 requests full replacement of all existing purlins and girts within the warehouse. The facility contains approximately 3,960 LF of roof purlins and 3,630 LF of Z-girts. The proposed quantities reflect the total existing quantities less those already included in the awarded contract. Refer to the attached PCO breakdown and summary for additional details.

Based on our review, we determined that the requested change is recommended to reduce potential future maintenance and performance issues with retained existing members.

We recommend the approval of PCO1 to allow for complete replacement of all existing girts and purlins at the warehouse for a total amount of $271,500.

Sincerely,
HDR Engineering, Inc.

Renato O. Martinez, AIA
Project Construction Manager

Enclosures: PCO1, PCO1 Breakdown

CC: Nick Manlley

hdrinc.com

134 West Soledad Avenue, Suite 404, Hagåtña, GU 96910-5079
(671) 989-5558

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PCO-1 – REPLACEMENT OF EXISTING GIRTS AND PURLINS

Project: GWA Upper Tumon Warehouse
PCO No.: PCO-1
Change Order: Removal and Replacement of Existing Girts and Purlins
Contractor: Canton Construction
Date: 9/5/2026

1. PURPOSE OF CHANGE ORDER

This Change Order Request (PCO-1) is submitted to proceed with the complete removal and replacement of the existing girts and purlins throughout the existing warehouse.

Due to the existing condition and deterioration of the warehouse's structural secondary framing members, this change order proposes the removal of all existing girts and purlins and replacement with new girts and purlins. The work is intended to provide new, structurally sound secondary framing to support the existing and/or proposed building envelope and roofing system.

2. SCOPE OF WORK

The proposed work under PCO-1 shall include, but is not limited to, the following:

1. **Removal of Existing Girts and Purlins**
    - Remove all existing girts and purlins from the warehouse structure.
    - Perform removal in a controlled manner to minimize impact to the existing primary structural framing and other building components.
    - Remove and dispose of demolished framing materials in accordance with applicable project requirements.
2. **Procurement of New Girts and Purlins**
    - Furnish and procure all new girts and purlins required to replace the existing secondary framing.
    - Procurement shall include the purchase, fabrication, packaging, and shipping of the additional materials required for the complete replacement.
3. **Rust-Inhibitor Treatment**
    - Prior to installation, all new girts and purlins shall receive a rust-inhibiting coating/primer.
    - The rust inhibitor shall be applied to the new framing members prior to installation to provide additional protection against corrosion.
4. **Installation of New Girts and Purlins**
    - Install new girts and purlins throughout the warehouse in accordance with the approved drawings, details, and/or structural requirements.

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- Installation will include field welding and drilling of required holes for connections and attachment of the new framing members.
- Provide all necessary welding, drilling, cutting, fitting, alignment, and connection work required for a complete installation.
- Coordinate installation with existing primary structural framing and other existing building components.

5. **Completion and Cleanup**
   - Complete all necessary touch-up work associated with the installation.
   - Remove construction debris generated by the work.
   - Leave the work area clean and ready for subsequent construction activities.

3. TIME EXTENSION

A total **six (6) month extension of contract time** is requested to accommodate the additional work associated with the complete replacement of the warehouse girts and purlins.

The requested time extension is broken down as follows:

Activity	**Time Extension**
Procurement, fabrication, purchase, and shipping of additional girts and purlins	**2 Months**
Removal and replacement of all existing girts and purlins	**4 Months**
Total Requested Time Extension	**6 Months**

A. Material Procurement – 2 Months

Two (2) months are requested for the procurement period. This period is necessary to purchase, fabricate, prepare, and ship the additional girts and purlins required for the complete replacement of the existing framing.

The procurement period accounts for material availability, fabrication, preparation, and transportation/shipping to the project site.

B. Construction – 4 Months

Four (4) months are requested to perform the removal and replacement of all existing girts and purlins throughout the warehouse.

The construction duration accounts for the extensive nature of the work, including removal of existing framing, preparation and rust-inhibitor treatment of new framing members, field welding, drilling, fitting, alignment, installation, and associated cleanup.

4. CHANGE ORDER COST

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

The total cost associated with PCO-1 shall include all labor, materials, equipment, supervision, transportation, shipping, demolition, disposal, welding, drilling, rust-inhibitor coating, installation, and other costs necessary to complete the work described herein.

Total Change Order Amount: $271,500.00

5. REQUEST FOR APPROVAL

Canton Construction respectfully requests approval of **PCO-1 – Replacement of Existing Girts and Purlins**, including the associated **six (6) month extension of contract time**.

This change is necessary to address the condition of the existing warehouse secondary framing and to provide new girts and purlins throughout the warehouse. Upon approval, Canton Construction will proceed with procurement and scheduling of the required materials and construction activities.

The requested six (6) month extension shall be added to the current contract completion date, with the revised completion date to be established upon approval of this Change Order.

We appreciate your prompt review and approval of this request.

Submitted By:
Canton Construction

Name: Chris Wang
Title: Project Manager
Signature: _____
Date: 9/5/2026

APPROVAL

OWNER / AUTHORIZED REPRESENTATIVE

☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED

Name: _____
Title: _____
Signature: _____
Date: _____

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GWA Upper Tumon Warehouse Renovation Project
GWA Project No.l IFB-01-ENG-2025
Quantity Take Off: Roof Purlins and Wall Girts

QTY Take Off - Roof Purlin

		Qty	L (LF)	L (LF)	
1	North Bay	11	180	1,980.00	
2	South Bay	11	180	1,980.00	
3	**Total QTY in Building**			**3,960.00**	
4	Item 2.5	2	180	360.00	
5	Item 2.6	4	180	720.00	
6	**Total QTY included in Base Bid**			**1,080.00**	
7	**Total QTY Additional (3 less 6)**			**2,880.00**	
8	Unit Price per Base Bid (per LF)			$ 50.00	
9	**Total Cost Additional (7 x 8)**			**$ 144,000.00**	

QTY Take Off - Z-Girts at Walls

		Qty	L (LF)	L (LF)	
10	North Wall	7	180	1,260.00	
11	South Wall	7	180	1,260.00	
12	less	3	10	30.00	per door
13			2	60.00	# of doors
14	Total QTY in Long Side (11 - 13)			2,460.00	
15	East Wall	7	80	560.00	
16	plus	1	40	40.00	topmost/center
17	less	3	10	30.00	per door
18	Total QTY in East Wall			570.00	
19	West Wall	7	80	560.00	
20	plus	1	40	40.00	topmost/center
21	Total QTY in West Wall			600.00	
22	Total QTY Short Side (18 + 21)			1,170.00	
23	**Total QTY in Building (14+22)**			**3,630.00**	
24	Item 3.3			1,080.00	
25	**Total QTY included in Base Bid**			**1,080.00**	
26	**Total QTY in Base Bid (23 less 25)**			**2,550.00**	
27	Unit Price per Base Bid (per LF)			$ 50.00	
28	**Total Cost Additional (26x27)**			**$ 127,500.00**	

SUMMARY

29	**Roof Purlins Additional**	**$ 144,000.00**
30	**Wall Z-Girts Additional**	**$ 127,500.00**
31	**TOTAL ADDITIONAL PURLINS, GIRTS**	**$ 271,500.00**

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LEASE EXTENSION

Project: GWA Upper Tumon Warehouse Project

Date: October 14, 2026
Project Location: Upper Tumon, Guam

Subject: Change Order for Lease Extension

This Change Order is issued to extend the existing lease agreement associated with the GWA Upper Tumon Warehouse Project.

The lease period shall be extended commencing **December 15, 2026, through December 31, 2027**, to accommodate the continued lease requirements of the project.

The terms of this Change Order are as follows:

1. **Lease Extension Period:** December 15, 2026, through December 31, 2027.
2. **Scope of Change:** Extension of the existing lease period for the GWA Upper Tumon Warehouse Project.
3. **Change Order Amount:** $294,204.74.

Lease Extension Breakdown

Item No.	Cost	Unit	Total
Monthly Base Rent	$ 16,666.67	month	$ 200,000.00
Utilities (Water and Electricity)	$ 1,500.00	month	$ 18,000.00
		Total	$ 218,000.00
	Field OH	$ 15,260.00	$ 233,260.00
	Hoem Office	$ 13,995.60	$ 247,255.60
	Profit	$ 24,725.56	$ 271,981.16
	Bond	$ 5,439.62	$ 277,420.78
	Insurance	$ 2,774.21	$ 280,194.99
	GRT	$ 14,009.75	$ 294,204.74
		Final Total	$ 294,204.74

1.

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4. **Other Terms and Conditions:** All existing terms and conditions of the original lease agreement shall remain unchanged and in full force and effect, except as specifically modified by this Change Order.

This Change Order shall become effective upon execution by the authorized representatives of both parties. All other provisions of the original lease agreement shall remain in effect.

Signature: _____

Date: 10/14/2026

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Issues for Decision

Resolution No. 07-FY2027
Relative to Adding a Signatory that May Authorize Payments and Fund Transfers on Behalf of Guam Waterworks Authority

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

This resolution adds Jason W. Baza, Chief Budget Officer, as an alternate signatory for payments and fund transfers. He would sign only in the rare situation when the Chief Financial Officer, Assistant Chief Financial Officer, and Controller are all unavailable, such as when off-island on official business or on personal leave. All other signatories and the existing controls under Resolution No. 45-FY2025 remain unchanged.

Although rare, these signatories can be unavailable at the same time, and travel across time zones and limited connectivity can delay approvals. An alternate signatory helps ensure payments and fund transfers are processed on time and supports the Finance Division's continuity of operations.

Where is the location?

Not applicable. This is an administrative action affecting GWA's banking authorizations, not a capital project.

How much will it cost?

None. No new appropriation is needed. Any bank administrative costs to update signature cards or online banking access are minimal and will be covered by the FY2027 operating budget.

When will it be completed?

The authorization takes effect upon CCU approval. Finance will then submit updated signature cards and online banking access forms to each of GWA's financial institutions, using bank-specific resolutions signed by the CCU Chairman and Secretary where a bank requires them.

What is the funding source?

Not applicable. No funding is needed.

The RFP/BID responses (if applicable):

Not applicable. This is a banking authorization, not a procurement.

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 07-FY2027

RELATIVE TO ADDING A SIGNATORY THAT MAY AUTHORIZE PAYMENTS AND FUND TRANSFERS ON BEHALF OF GUAM WATERWORKS AUTHORITY

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

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

WHEREAS, GWA maintains a variety of bank accounts, letter of credit facilities, and other financial instruments and accounts at various financial institutions; and

WHEREAS, by GWA Resolution No. 45-FY2025, adopted on July 29, 2025, the CCU designated certain GWA personnel to sign checks and financial instruments, including letters of credit, and to authorize electronic transactions on behalf of the Authority, and established the transaction thresholds and signature requirements governing those authorizations; and

WHEREAS, GWA's authorized signatories and Finance Division personnel are periodically away from Guam on official business, frequently working in time zones that differ from Guam by as much as eighteen (18) to twenty (20) hours; and

WHEREAS while traveling, authorized signatories may have limited or intermittent internet access, and requests for approval issued during Guam business hours frequently arrive outside the signatory's working hours, which can delay the approval of payments and fund transfers beyond bank processing cut-off times; and

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WHEREAS, delays in approving payments and fund transfers expose GWA to the risk of late payments to vendors and contractors, late fees, delayed funding of payroll and debt service obligations, and disruption of day-to-day operations; and

WHEREAS, the Chief Budget Officer is a senior management position within the GWA Finance Division with direct knowledge of GWA's operating and capital budgets, expenditures, and cash requirements; and

WHEREAS, management has determined that adding the Chief Budget Officer as an alternate signatory, to be used only in the rare situation when the Chief Financial Officer, the Assistant Chief Financial Officer, and the Controller are all unavailable, will provide additional depth and continuity in the approval of payments and fund transfers, without changing the transaction thresholds and dual-signature controls established by the CCU; and

WHEREAS, all other authorized signatories designated by the CCU will remain unchanged.

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. Jason W. Baza, Chief Budget Officer, is hereby added to the GWA personnel authorized to sign financial instruments, including checks, letters of credit, bank transfers, and other transaction documents, and to authorize payments and fund transfers on behalf of GWA. The complete list of GWA personnel so authorized is as follows:

   MIGUEL C. BORDALLO, P.E., General Manager
   TALING M. TAITANO, Chief Financial Officer
   GILDA M. MAFNAS, Assistant Chief Financial Officer
   CHRISTOPHER M. BUDASI, Assistant General Manager, Administration & Support
   THOMAS F. CRUZ, P.E., Assistant General Manager, Operations
   BRETT E. RAILEY, P.E., Assistant General Manager, Engineering
   SANDRA J. SANTOS, Controller
   JASON W. BAZA, Chief Budget Officer

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3. The Chief Budget Officer shall serve as an alternate signatory and shall exercise the authority granted herein only in the rare situation when the Chief Financial Officer, the Assistant Chief Financial Officer, and the Controller are all unavailable, such as when off-island on official business or on personal leave.
4. The foregoing list supersedes the list of authorized signatories set forth in GWA Resolution No. 45-FY2025. All other provisions of that resolution not inconsistent with this resolution remain in full force and effect.
5. The authority granted herein is subject to the same transaction thresholds and signature requirements established in GWA Resolution No. 45-FY2025: transaction amounts of $10,000 or less will require a single authorized signatory; all other transactions will require two authorized signatories; and transactions in excess of $250,000 will require the signature of the General Manager or his designee.
6. Consistent with GWA's internal controls, no authorized signatory shall approve a payment or fund transfer that he or she initiated or prepared.
7. The Chairman and Secretary of the CCU are authorized to sign resolutions which are considered consistent with the authorizations granted in this resolution as may be required from time to time by specific financial institutions with which GWA conducts financial transactions.
8. All transactions must be in accordance with delegations of contracting authority approved by the CCU and the GWA General Manager.
9. This resolution shall take effect immediately upon adoption.

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

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DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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Issues for Decision

Resolution No. 08- FY2027
Relative to Authorizing an Increase of Obligating Authority for the General Manager of the Guam Waterworks Authority

What is the project's objective and is it necessary and urgent?
The objective is to increase the General Manger's obligating authority from $ 1,000,000 to $ 1,500,000 to streamline GWA's procurement and expenditure approval process including change orders.

This increase is necessary to reduce administrative delays, improve operational efficiency and allow timely implementation of projects. By this Resolution, the CCU is also authorizing and directing GWA management to seek an amendment to the PUC's Contract Review Protocol to align the PUC's and CCU's contract review threshold and GM's obligating authority from $1,000,000.00 to $ 1,500,000 for the GWA General Manager. The existing PUC Contract Review Protocol amount of $1,000,000.00 will remain in place until and unless amended by the PUC, subject to its approval.

Where is the location?
GWA projects and expenditures throughout its service area.

How much will it cost?
No Cost. This is an increase in approval authority.

When will it be completed?
The resolution takes effect immediately upon adoption by the CCU.

What is the funding source?
Not Applicable

The RFP/BID responses (if applicable):
Not Applicable

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) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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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

GWA RESOLUTION NO. 08-FY2027

Relative to Authorizing an Increase of Obligating Authority for the General Manager of the Guam Waterworks Authority

WHEREAS, under 12 G.C.A. Chapter 79 created the Consolidated Commission on Utilities (CCU) and authorized the Consolidated Commission on Utilities to exercise powers vested in them by the laws establishing the Guam Waterworks Authority (GWA); and

WHEREAS, the current obligating authority granted to the General Manager of GWA by the CCU is limited to $ 1,000,000; and

WHEREAS, any GWA expenditure above the $1,000,000 threshold requires approval of the CCU; and

WHEREAS, the CCU grants approval for expenditures above the $1,000,000 threshold based on sound justification and prudent governmental and business practices; and

WHEREAS, the current process requires GWA to return to the CCU for approval of any change orders of any amount approved above the $1,000,000 threshold; and

WHEREAS, the current Guam Public Utilities Commission (PUC) Contract Review Protocol also requires that all GWA contracts valued at $ 1,000,000 or more be submitted to the PUC for review; and

WHEREAS, the CCU desires to streamline the approval process by allowing the General Manager of GWA to obligate the Authority, including change orders, up to and including the threshold amount of $ 1,500,000; and

//

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WHEREAS, the CCU desires to authorize and direct GWA to seek an amendment to the PUC Contract Review Protocol to align its contract review threshold with the General Managers proposed obligating authority of $ 1,500,000; and

WHEREAS, the $1,500,000 threshold will not alter or diminish the current statutory requirements of any applicable notification to the Guam Attorney General's Office; and

WHEREAS, any change to the PUC Contract Review Protocol remains subject to PUC approval, and GWA shall continue to comply with the existing Protocol unless and until the PUC approves the amendment.

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. After careful consideration of existing policies and best practices, the Consolidated Commission on Utilities finds that authorizing the General Manager of the Guam Waterworks Authority to obligate the Authority and approve any GWA expenditure, up to and including the amount of $1,500,000.00 is reasonable and prudent.
3. The General Manager of GWA is hereby authorized an increase in obligating authority up to and including $1,500,000.00 without further CCU approval
4. The General Manager is hereby authorized and directed to petition the PUC to amend its Contract Review Protocol to require review of GWA contracts exceeding $ 1,500,000 and to take all actions necessary to pursue that amendment; however, until that Amendment is approved the General Manager’s exercise of the obligating authority granted by this Resolution remains subject to the existing PUC Contract Review Protocol.

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

//

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DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

///

///

///

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GPWA Regular Board Meeting

Presented to:

Consolidated Commission on Utilities

October 27, 2026

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GM REPORT

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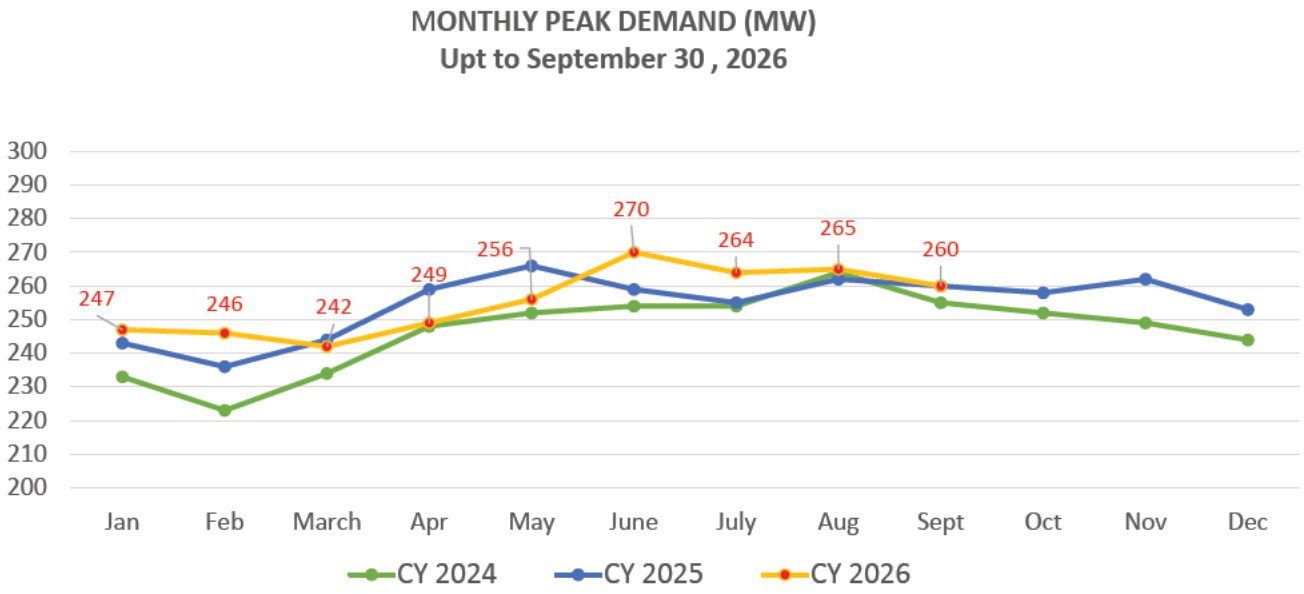
General Manager's Report

Reserve Margin Forecast for OCTOBER 2026

Targeted Available Capacity:	375 MW
Projected Demand:	246 MW
Total Reserves:	129 MW



Doc. No. 38GL-26-3188.*

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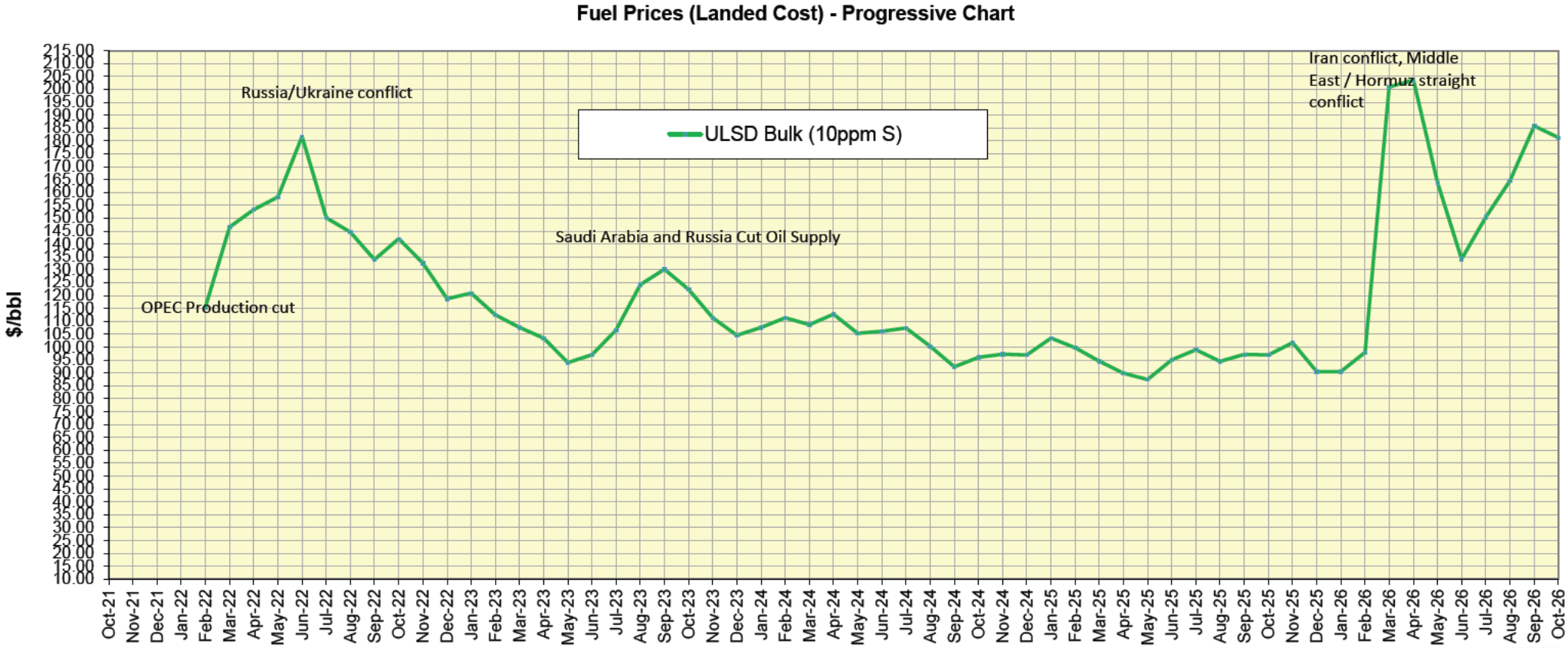
General Manager's Report

$159.55/Bbl SEPTEMBER Cargo
$182.00/Bbls OCTOBER Cargo Estimated

GPA Fuel Landed Cost (per barrel as of October 26, 2026)

USLD Bulk $181.33



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General Manager's Report

DSM Online Report – September 2026

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	**5,525**	**7,673**	**$ 1,555,100**	**72**	**105**	**$ 27,400**	**5,453**	**7,568**	**$ 1,527,700**
Oct-25	437	590	$ 117,850	8	10	$ 1,850	429	580	$ 116,000
Nov-25	402	519	$ 105,075	7	11	$ 1,450	395	508	$ 103,625
Dec-25	466	590	$ 116,050	5	5	$ 1,150	461	585	$ 114,900
Jan-26	482	653	$ 134,025	6	7	$ 1,150	476	646	$ 132,875
Feb-26	368	492	$ 99,875	8	14	$ 2,250	360	478	$ 97,625
Mar-26	458	625	$ 127,725	14	14	$ 2,800	444	611	$ 124,925
Apr-26	380	537	$ 111,000	12	19	$ 6,150	368	518	$ 104,850
May-26	560	708	$ 145,450	10	16	$ 3,600	550	692	$ 141,850
Jun-26	590	768	$ 152,750	10	13	$ 2,800	580	755	$ 149,950
Jul-26	499	680	$ 133,950	6	6	$ 1,300	493	674	$ 132,650
Aug-26	596	795	$ 164,375	13	14	$ 5,250	583	781	$ 159,125
Sep-26	529	688	$ 136,050	12	27	$ 3,800	517	661	$ 132,250
TOTAL	**23,013**	**31,802**	**$ 6,439,800**	**338**	**490**	**$ 116,650**	**22,675**	**31,312**	**$ 6,323,150**
Monthly Averages (FY25)	**460**	**639**	**$ 129,592**	**6**	**9**	**$ 2,283**	**454**	**631**	**127,308**

** 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.

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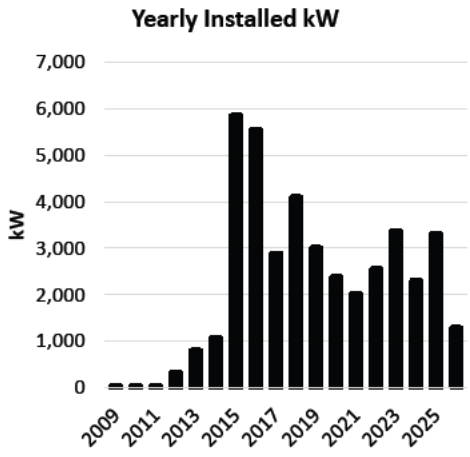
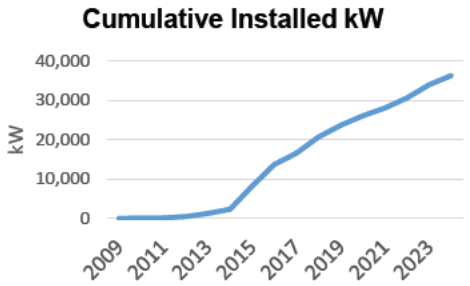
General Manager's Report

Net Metering: SEPTEMBER 2026

Installed kW by Year

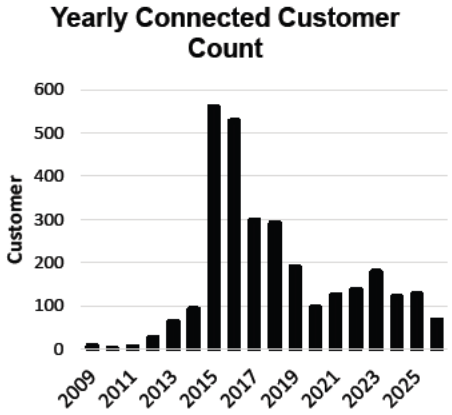
Year	Total	Cumulative
2009	39	39
2010	39	79
2011	42	120
2012	335	455
2013	803	1,258
2014	1,067	2,325
2015	5,843	8,168
2016	5,541	13,709
2017	2,887	16,596
2018	4,096	20,692
2019	3,005	23,697
2020	2,380	26,077
2021	2,017	28,094
2022	2,549	30,643
2023	3,362	34,005
2024	2,303	36,308
2025	3,301	39,609
2026	1,290	
Grand Total	40,899	

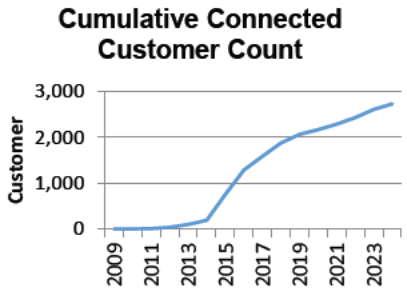




Customer Count by Year

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	127	2,853
2026	67	
Grand Total	2,920	





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General Manager's Report

PUC Update

Dockets heard and passed for the month of September 2026:

- Docket No. 26-13 Increase of the LEAC for the period of October 1, 2026 through January 31, 2027
  - Ordered on Sept. 17, 2025: The current singular LEAC factors are gereby adjusted, effective October 1, 2026:

LEACN

Delivery Classification	$ PER kWh
Secondary	$0.282708/kWh
Primary – 12.8KV	$0.274260/kWh
Primary – 34.5KV	$0.273470/kWh
Transmission – 115KW	$0.27010/kWh

Dockets to be heard for the month of October 2026

- Docket No. 23-17 GPA's Submission of Final Phase 1 LNG Report
- Docket No. 26-15 Petition to Approve GPA's Revenue Funded Capital Improvement Project Ceiling Cap for FY2027
- Docket No. 27-01 Petition to Approve GPA's Line of Credit Facilities for Fuel Purchases to Coast 360 and Bank of America

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

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General Manager's Report

Customer Engagement & Community Outreach: Majesty Christian Academy Career Day

- GPA Personnel from PSCC participated in Majesty Christian Academy (MCA) Career Day which took place on Wednesday, September 30, 2026.
- All students of MCA, ranging from Kindergarten to 12th grade participated in the presentation.
- They gave a presentation highlighting Communications Electronics and Fiber Optic Communications in the Power Utility arena.
- Students were able to see a static display of GPA's Fiber Optic Splice trailer and some of the equipment used in Fiber Optic Communications.













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General Manager's Report

Customer Engagement & Community Outreach: Lifestyle and Home Expo

- On Saturday, October 3, 2026, GPA participated in the Lifestyle and Home Expo, which took place at the Micronesia Mall center court. GPA Customer Service, SPORD, and Communications staff engaged with the public at the event.
- Customer Service representatives assisted by having customers enroll in PayGPA and MyEnergyGuam customer tools, as well as responding to questions they may have about their accounts.
- Communications personnel provided informational guides on energy conservation and efficiency and discussed other tools and programs available for customers.
- SPORD personnel discussed DSM Customer Programs such as My Energy Xpert (MEX) and Energy Sense Rebate Programs. In addition, they introduced the upcoming Aquanta Control pilot program, which allows you to control your existing water heater conveniently from your phone to help monitor your usage.
- After customers signed up for any one of the customer tools, they were given the opportunity to spin the GPA's wheel and receive a promotional item for their participation.















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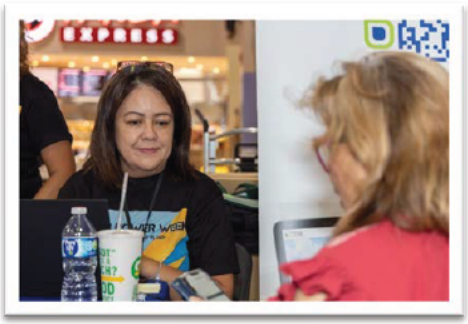
General Manager's Report

Customer Engagement & Community Outreach: Guam Energy Expo

- GPA partnered with the Guam Energy Office for the 2026 Guam Energy Expo which took place on Saturday, October 10, 2026 at the Guam Premier Outlets.
- GPA personnel from Customer Service, SPORD, and Communications Office were available at the GPA display booth to educate and engage with attendees on the various energy-efficient and conservation programs available at GPA.
- The SPORD team assisted customers with enrolling in or accessing DSM online tools such as the My Energy Xpert (MEX) Home Energy Audit and Online Energy Rebates. In addition, they introduced the upcoming Aquanta Control pilot program, which allows you to control your existing water heater conveniently from your phone to help monitor your usage.
- Customer Service Reps assisted customers with account related inquiries including online account services such as PayGPA or MyEnergyGuam.
- GPA booth patrons were able to win a GPA promotional prize by sharing an energy-saving tip they practice at home or signing up for GPA's energy saving programs.













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General Manager's Report

Customer Engagement & Community Outreach: Public Power Week Canned Food Drive – Salvation Army

- Every October, Guam Power Authority (GPA) hosts annual community outreach events in honor of Public Power Week. This year GPA organized a canned food drive to benefit **The Salvation Army**.
- The donation drives started on Wednesday, September 23, 2026 and ended on Tuesday, October 13, 2026.
- Through the combined efforts and generosity of the CCU Commissioners, GPA Employees, and customers – collected **over 2,610 non-perishable food items.**
- On Wednesday, October 14, 2026 the GPA outreach committee met to pack and sort all the donations. The following day, The Salvation Army visited GPA's Fadian office where they accepted the canned food donations.











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Generation KPIs
September 2026

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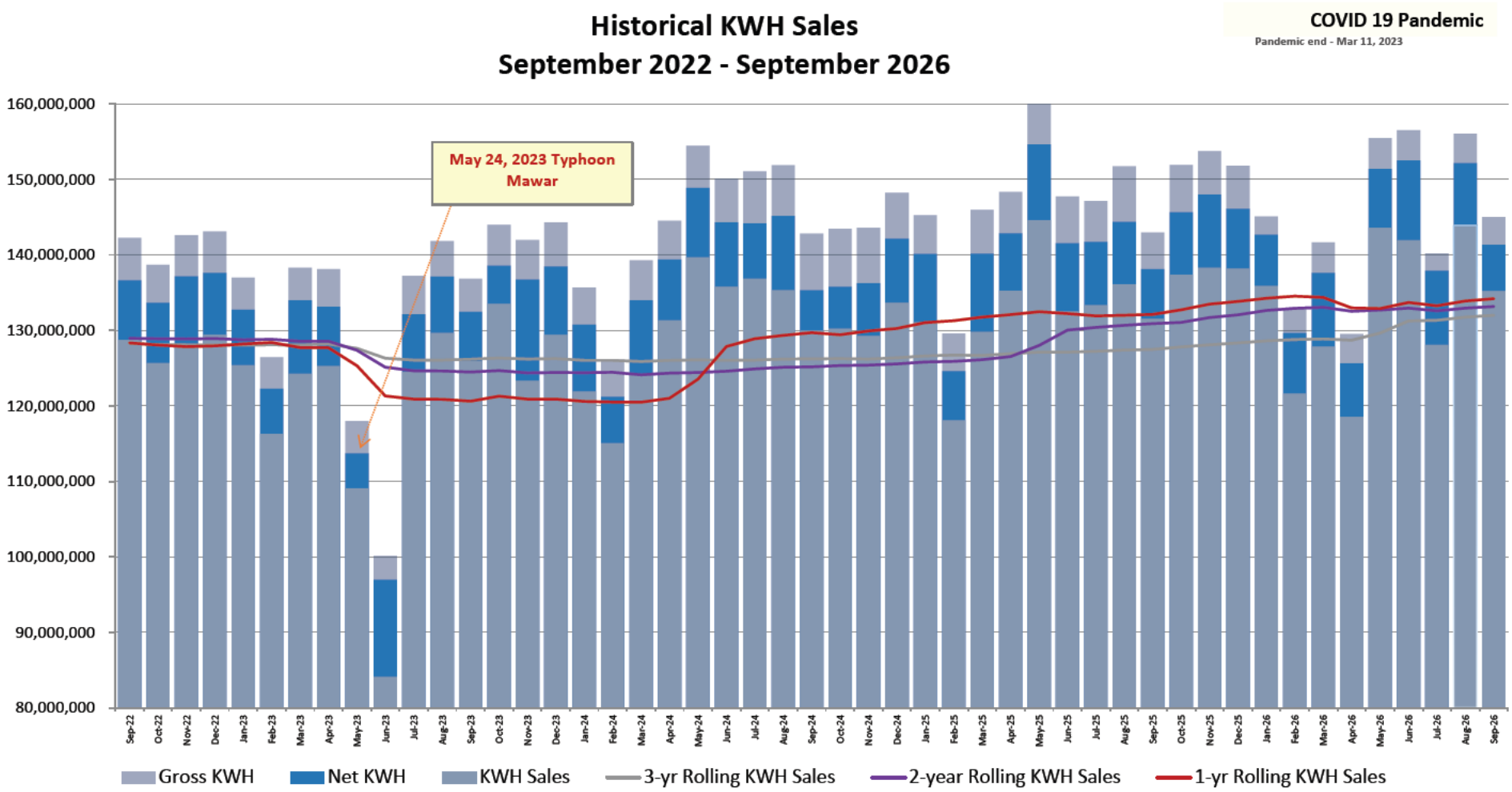

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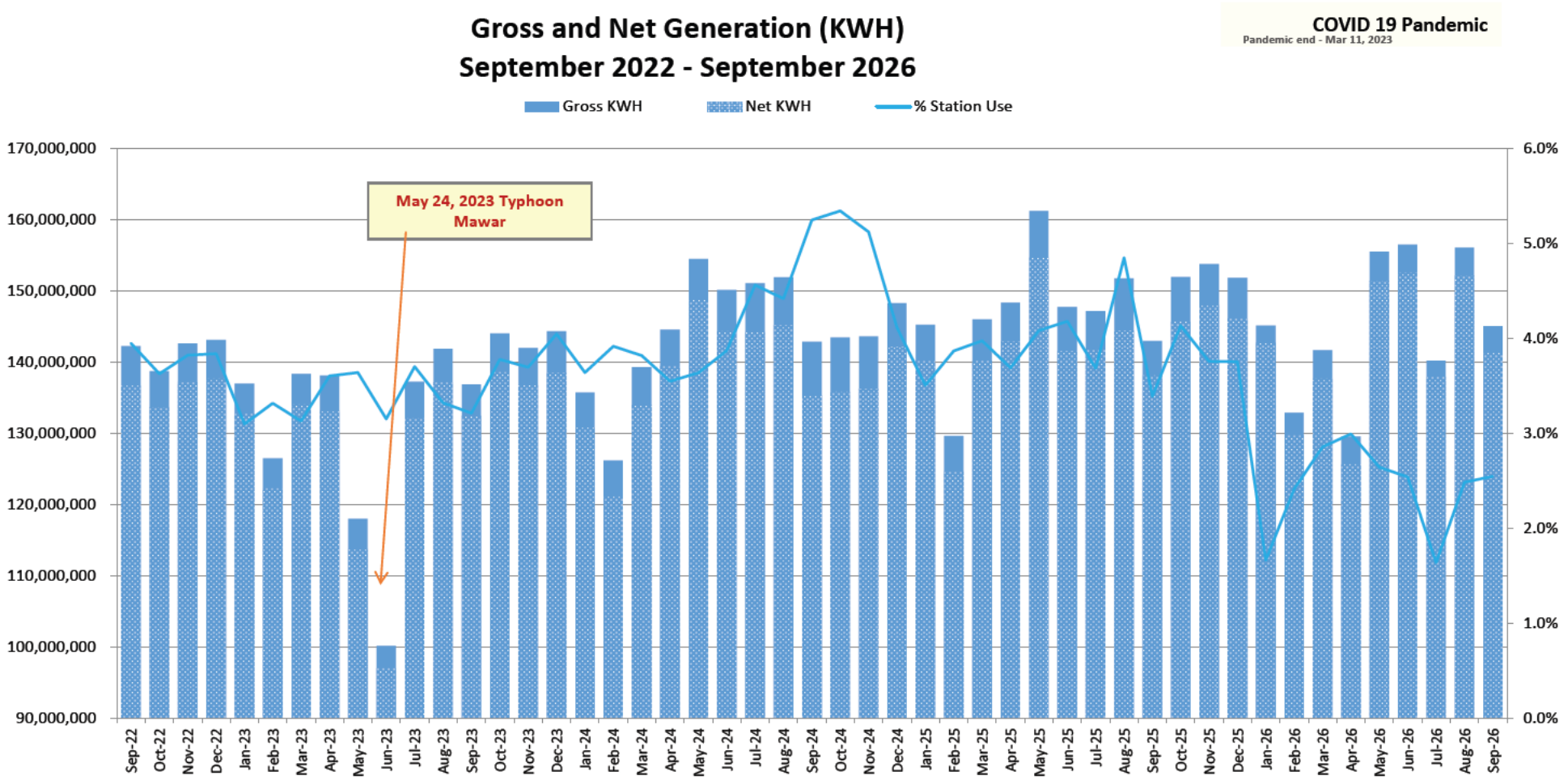
Gross and Net Generation (KWH)
September 2022 - September 2026



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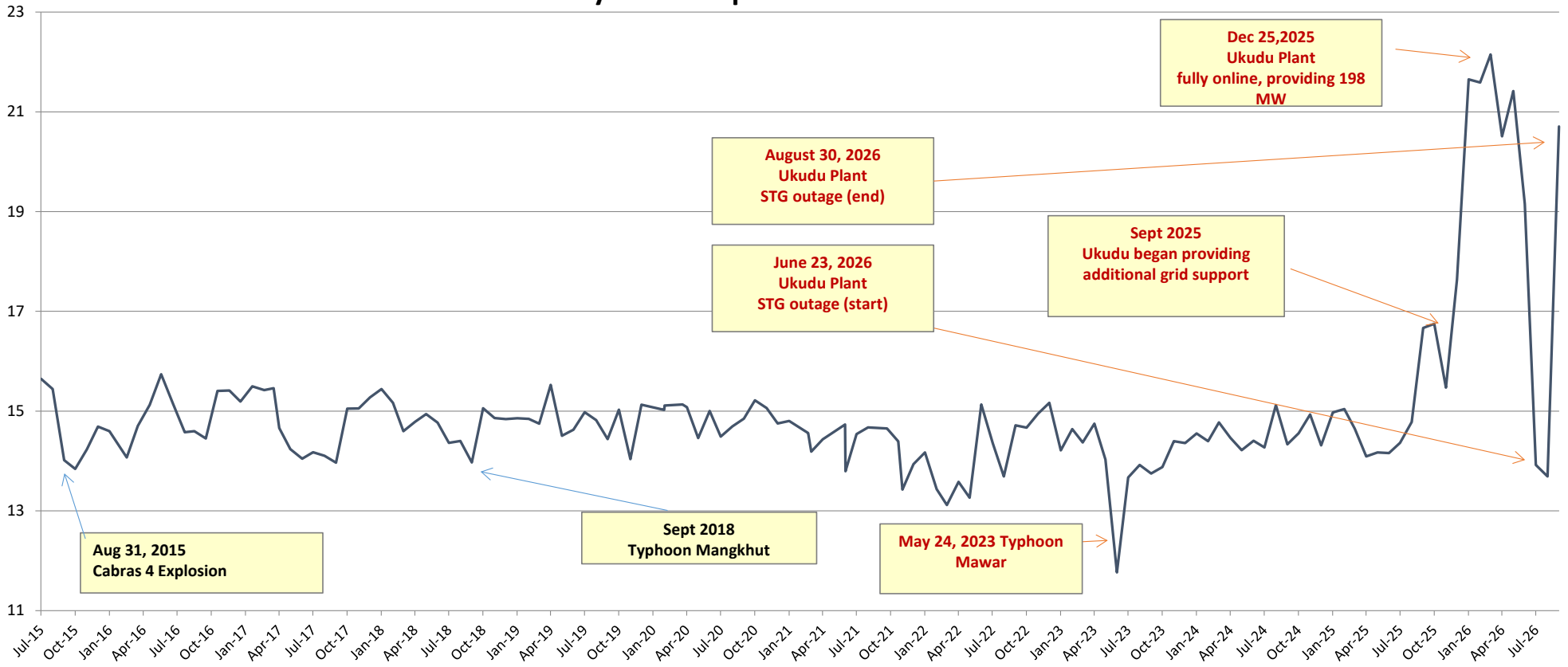
SYSTEM GROSS HEAT RATE
(KWH/Gal)
July 2015 - September 2026



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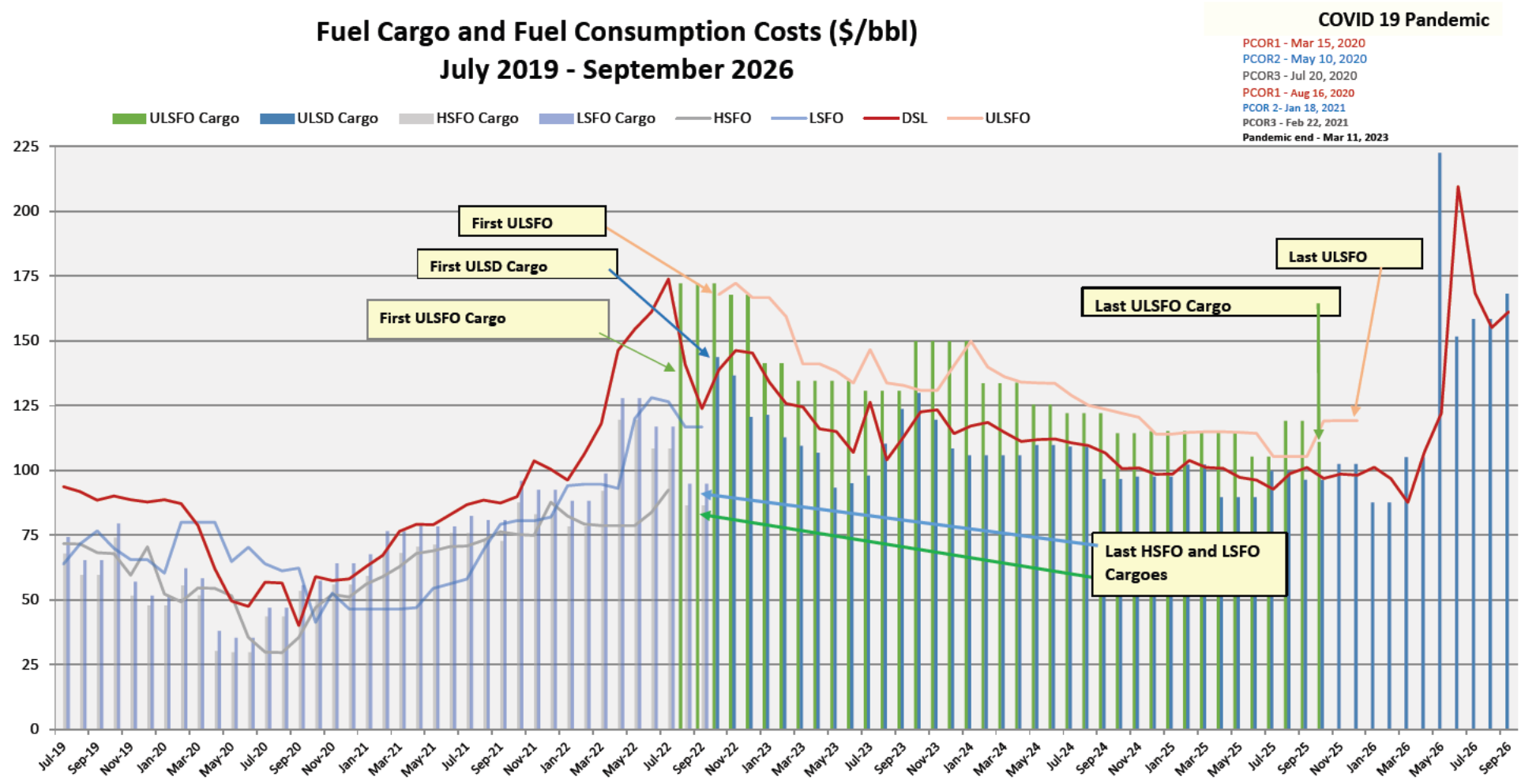
Fuel Cargo and Fuel Consumption Costs ($/bbl)
July 2019 - September 2026



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Financial Report

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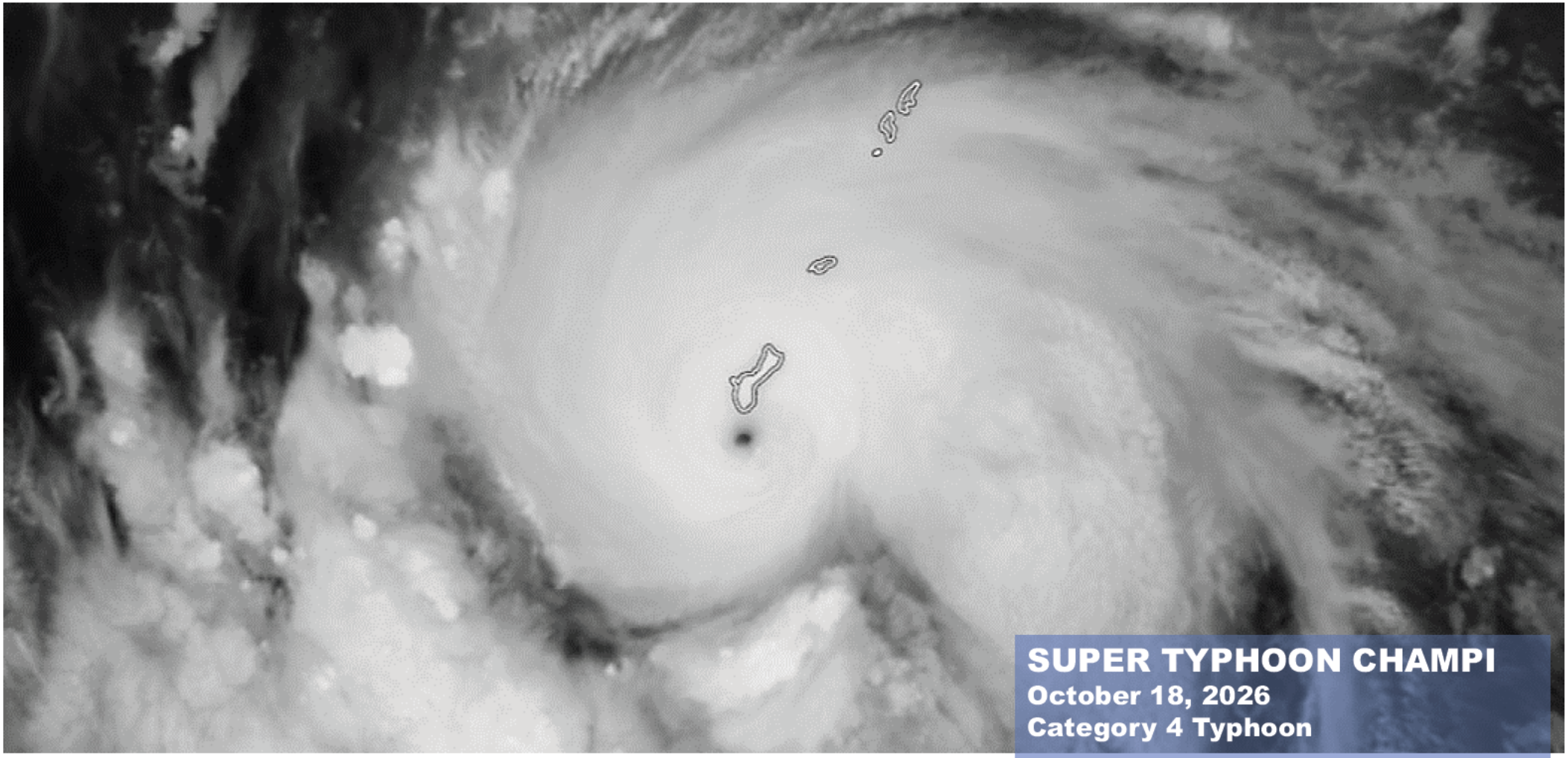

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TYPHOON CHAMPI: Recovery Summary

No Islandwide Blackout	50+ MW Generation	50% Feeders Intact	99% Recovery	<5 Day Restoration	$750k Revenue Impact



System maintained at least 50MW throughout the typhoon



Roughly 50% of distribution feeders remained intact



GPA crews continued to restore circuits and address trouble calls islandwide up to 3:30 AM, Sunday 18-Oct-2026



Prior to CPA, GPA and GWA personnel worked together to transfer water assets to generator power, monitored the system through the typhoon, and returned water assets back to island power



Throughout the typhoon, GPA delivered transmission level power to all military installations, including Andersen Air Force Base, MCB Camp Blaz, Naval Base Guam

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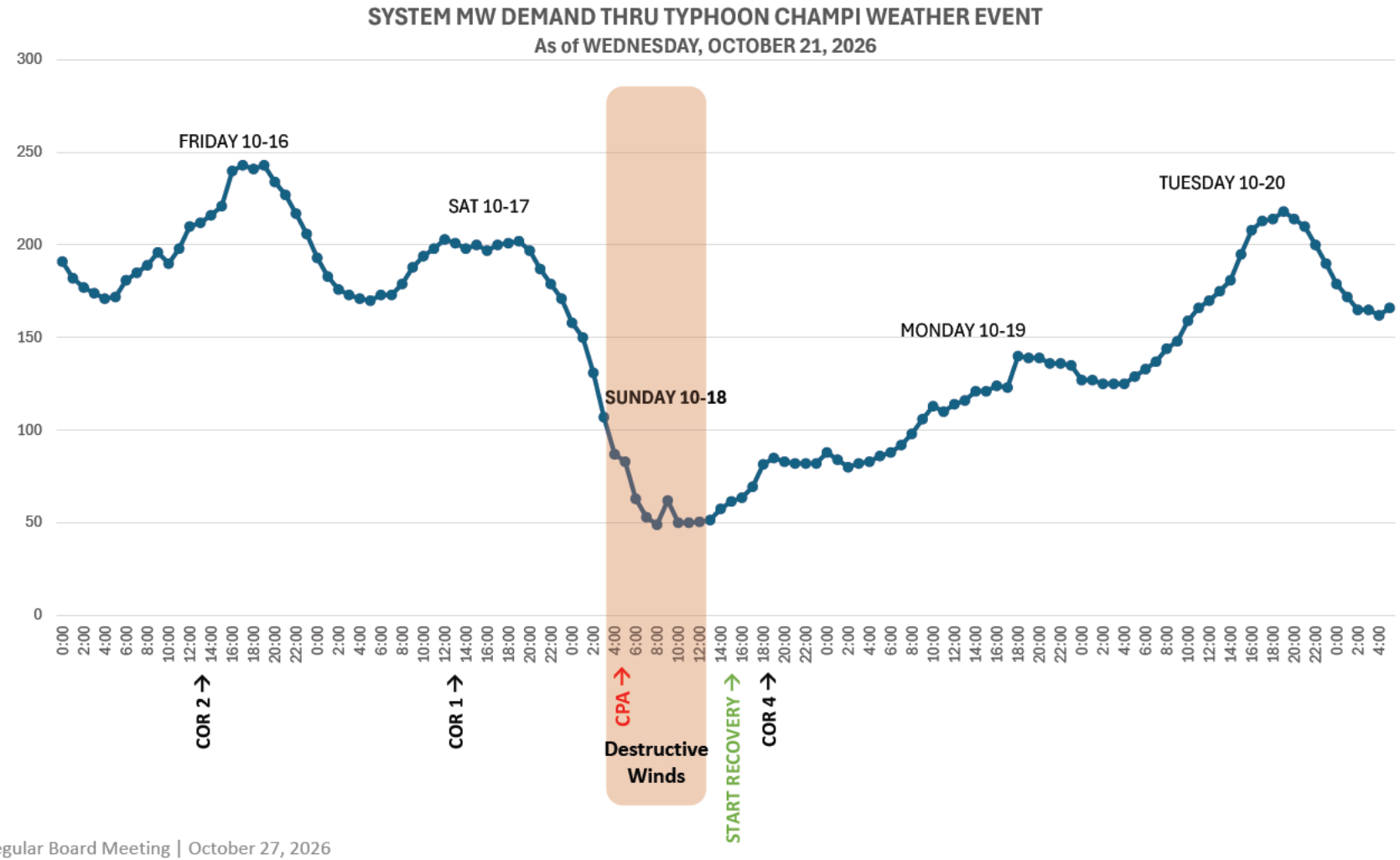
TYPHOON CHAMPI: System Demand



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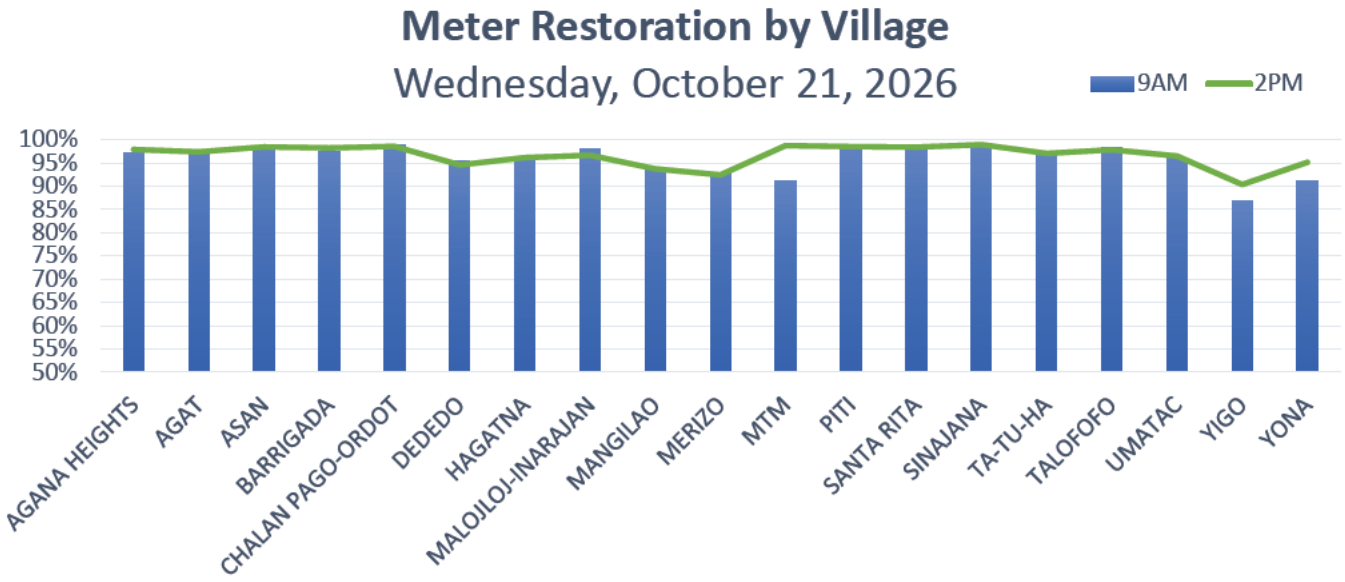
TYPHOON CHAMPI: Meter Restoration



Emergency Work Clearances

- 30 *as of 21-Oct-2026*







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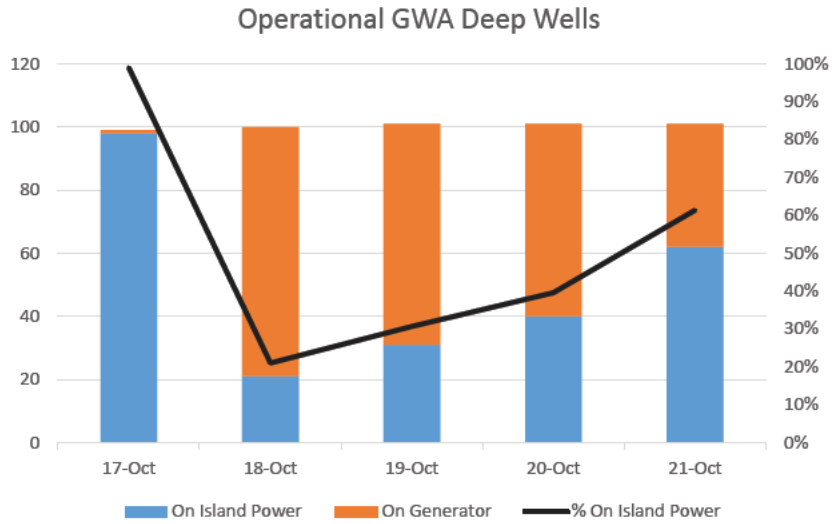
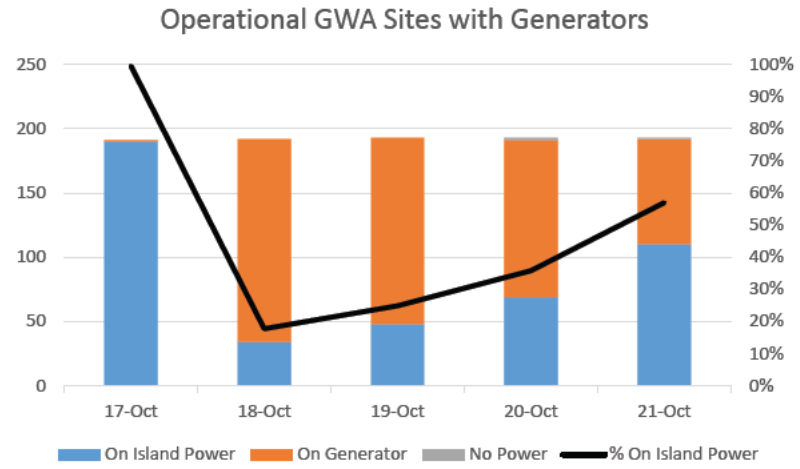
Water System Diesel



	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct
On Island Power	98	21	31	40	62
On Generator	1	79	70	61	39
TOTAL	99	100	101	101	101
% On Island Power	99%	21%	31%	40%	61%



	17-Oct	18-Oct	19-Oct	20-Oct	21-Oct
On Island Power	190	34	48	69	110
On Generator	1	158	145	122	82
No Power	0	0	0	2	1
TOTAL	191	192	193	193	193
% On Island Power	99%	18%	25%	36%	57%

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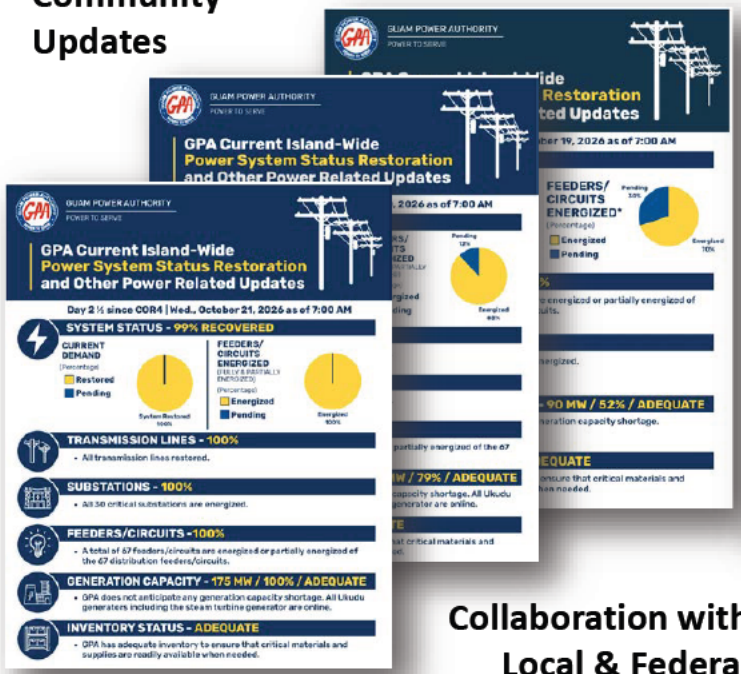
TYPHOON CHAMPI: Action Plan & Reporting Progress

Transmission Lines & Substations → Distribution Feeders (67 ea) → Isolated Major Laterals → Smaller Isolated Laterals & Damaged Transformers → Weather Heads, Secondary Lines → Streetlights

Community Updates





Collaboration with Local & Federal Emergency Operations



Customer Call Center

24-Hrs (M-W) | Extended Hrs (Th-F)



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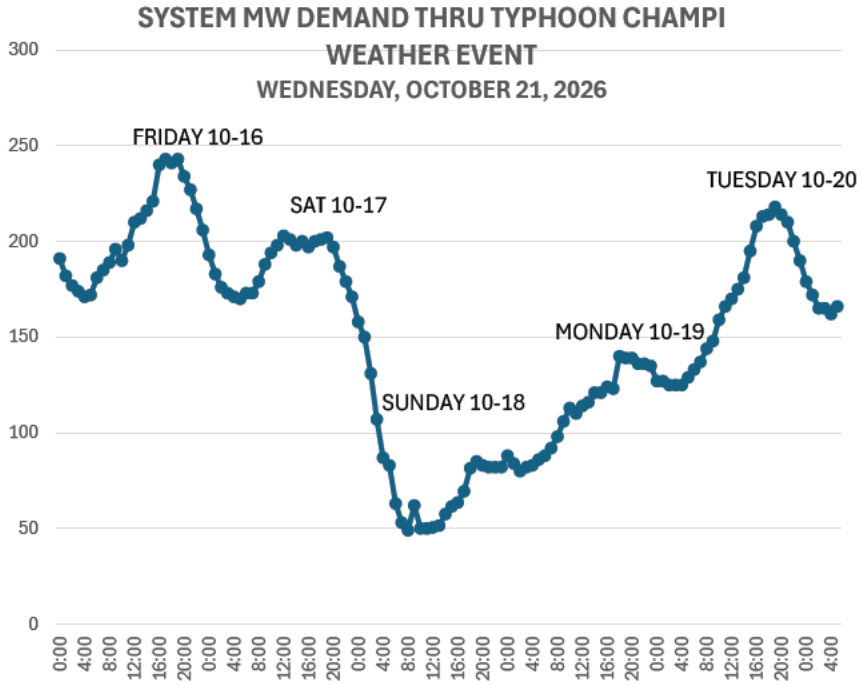
TYPHOON Disaster Recovery

GPA resilience showcased by its recovery from three typhoons in 2026

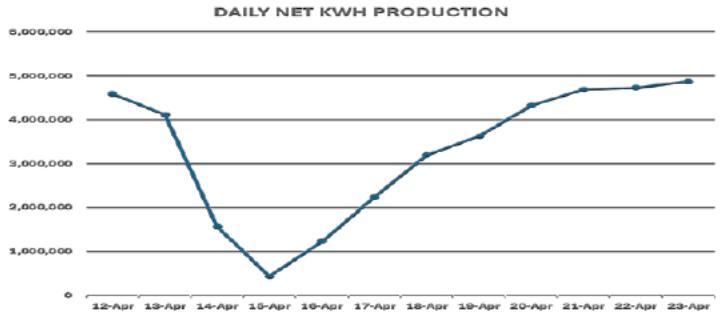
TYPHOON CHAMPI

99% restoration ACHIEVED IN 2.5 days



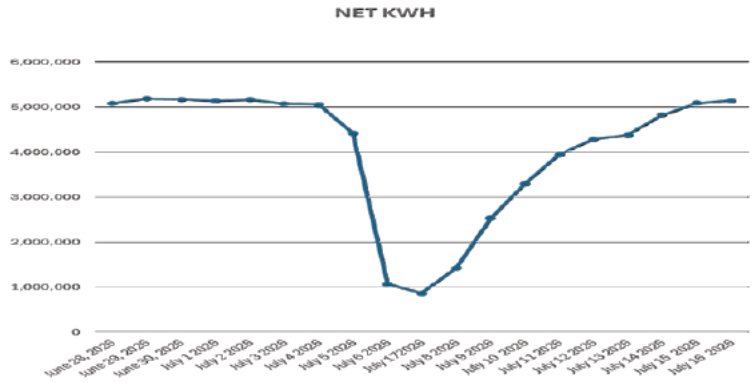
TYPHOON SINLAKU

99% restoration ACHIEVED IN 8 days



TYPHOON BAVI

99% restoration ACHIEVED IN 8 days



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GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to September 30, 2026 and payments as of 10/25/2026

Current (09/30/2026 billing due 10/31/2026)
31 days Arrears (08/31/2026 billing due 09/30/2026)
61 days and over Arrears (07/31/2026 billing due 08/31/2026)

CC&B New Acct Numer	DEPARTMENT	BALANCE 08/31/2026	CANCEL/REBILL 10/25/2026	BILLING 09/30/2026	PAYMENT UP TO 10/25/2026	BALANCE 09/30/2026	CC&B BALANCE 10/25/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
	Line Agencies												
3404311949	Guam Environmental Protect	7,288.73	-	7,142.90	(7,288.73)	7,142.90	7,142.90	7,142.90	-	-	-	-	7,142.90
4554808900	Nieves Flores Library	12,632.09	-	12,018.99	(12,632.09)	12,018.99	12,018.99	12,018.99	-	-	-	-	12,018.99
6069461950	Dept of Youth Affairs (Federal)	663.83	-	402.96	-	1,066.79	1,066.79	402.96	420.47	243.36	-	-	1,066.79
6293410000	Office of the Governor	31,356.23	-	27,681.87	(24,536.64)	34,501.46	34,501.46	27,681.87	6,819.59	-	-	-	34,501.46
6841080463	Guam Behavioral Health & Wellness	5,077.52	-	4,854.41	(5,077.52)	4,854.41	4,854.41	4,854.41	-	-	-	-	4,854.41
7928924534	Guam Visitors Bureau	11,969.80	-	5,786.75	(11,969.80)	5,786.75	5,786.75	5,786.75	-	-	-	-	5,786.75
3227759982	Mental Health/Subst.	56,443.81	-	58,800.05	(56,443.81)	58,800.05	58,800.05	58,800.05	-	-	-	-	58,800.05
0847906629	GUAM ENERGY OFFICE	741.75	-	395.13	(338.27)	798.61	798.61	395.13	403.48	-	-	-	798.61
2913461537	Dept. of Youth Affair" (Local)	22,959.64	-	10,616.92	-	33,576.56	33,576.56	10,616.92	11,428.70	11,530.94	-	-	33,576.56
9743209415	Dept. of Youth Affair" (Local) (NET METERED)	380.68	-	190.19	-	570.87	570.87	190.19	190.19	190.49	-	-	570.87
1073430238	Dept. of Corrections	80,511.79	-	77,849.09	(80,511.79)	77,849.09	77,849.09	77,849.09	-	-	-	-	77,849.09
3558733700	Dept of Chamorro Affairs/Chamorro Village (NET METERED)	1,667.84	-	1,557.85	(1,667.84)	1,557.85	1,557.85	1,557.85	-	-	-	-	1,557.85
1099514147	Dept of Chamorro Affairs/Repository	950.60	-	819.67	(950.60)	819.67	819.67	819.67	-	-	-	-	819.67
9541109130	General Services Agency	693.11	-	347.66	(698.11)	342.66	342.66	342.66	-	-	-	-	342.66
7663706771	Yona Senior Citizen Center	1,003.06	-	893.35	-	1,896.41	1,896.41	893.35	1,003.06	-	-	-	1,896.41
8564647941	DOA Supply Mgmt (NET METERED)	3,430.06	-	1,605.49	(3,430.06)	1,605.49	1,605.49	1,605.49	-	-	-	-	1,605.49
0070861777	Veteran Affairs	8,750.93	-	1,533.29	-	10,284.22	10,284.22	1,533.29	1,636.32	2,074.55	2,682.56	2,357.50	10,284.22
5247210000	Mayors Council	1,433.95	-	1,304.75	-	2,738.70	2,738.70	1,304.75	1,433.95	-	-	-	2,738.70
4129948191	Dept of Chamorro Affairs/Chamorro Village	4,076.22	-	4,007.63	(4,076.22)	4,007.63	4,007.63	4,007.63	-	-	-	-	4,007.63
4211873236	Dept. of Administration	33,056.05	-	14,408.97	(397.85)	47,067.17	47,067.17	14,408.97	17,789.63	14,868.57	-	-	47,067.17
3465074850	Dept. of Administration (NET METERED)	19.50	-	257.89	-	277.39	277.39	257.89	19.50	-	-	-	277.39
1621790133	DOA-Data Processing	11,836.49	-	11,619.32	(11,836.49)	11,619.32	11,619.32	11,619.32	-	-	-	-	11,619.32
1595188609	Dept. of Agriculture	68,275.56	-	15,798.79	(4,101.63)	79,972.72	79,972.72	15,798.79	15,953.90	15,657.46	13,704.84	18,857.73	79,972.72
8300435373	Civil Defense (Military Affairs)	37,680.43	-	12,276.08	-	49,956.51	49,956.51	12,276.08	13,493.66	13,762.69	10,424.08	-	49,956.51
0453170939	Guam Fire Department	21,656.44	-	19,775.45	(21,656.44)	19,775.45	19,775.45	19,775.45	-	-	-	-	19,775.45
8555858369	Dept of Chamorro Affairs (Guam Museum)	32,843.79	-	29,918.28	(32,843.79)	29,918.28	29,918.28	29,918.28	-	-	-	-	29,918.28
1896187753	Dept. of PH&SS	38,662.90	-	37,156.44	(38,662.90)	37,156.44	37,156.44	37,156.44	-	-	-	-	37,156.44
0040515913	Dept. of Parks & Rec.	67,718.51	-	18,564.17	(17,311.41)	68,971.27	68,971.27	18,564.17	18,970.65	17,706.71	13,729.74	-	68,971.27
2535590089	DPW-FAC Adm Account	15,646.55	-	14,907.09	(15,646.55)	14,907.09	14,907.09	14,907.09	-	-	-	-	14,907.09
6504066567	DPW-FAC Adm Account (NET METERED)	18,370.75	-	17,863.61	(18,370.75)	17,863.61	17,863.61	17,863.61	-	-	-	-	17,863.61
7252821074	Dept. of Education	2,042,064.09	1,846.29	1,103,551.55	(2,044,342.88)	2,248,725.00	1,103,119.05	1,103,119.05	-	-	-	-	1,103,119.05
1877091993	Dept. of Education (NET METERED)	17,216.27	-	9,170.75	(17,216.27)	18,894.37	9,170.75	9,170.75	-	-	-	-	9,170.75
0266069082	Guam Police Department	50,972.80	-	49,485.97	(50,972.80)	100,458.77	49,485.97	49,485.97	-	-	-	-	49,485.97
	Sub-total	**2,708,051.77**	**1,846.29**	**1,572,563.31**	**(2,482,981.24)**	**3,005,787.50**	**1,799,480.13**	**1,572,125.81**	**89,563.10**	**76,034.77**	**40,541.22**	**21,215.23**	**1,799,480.13**
	Mayors												
6393530237	Hagatna Mayor	970.21	-	915.92	(970.21)	1,886.13	915.92	915.92	-	-	-	-	915.92
4469579998	Merizo Mayor	1,844.94	-	1,788.27	(497.24)	3,633.21	3,135.97	1,788.27	1,347.70	-	-	-	3,135.97
1880297633	Talofofo Mayor	2,734.64	-	2,538.16	-	5,272.80	5,272.80	2,538.16	2,734.64	-	-	-	5,272.80
0492244686	Asan/Maina/Adelup Mayor	2,049.46	-	1,772.45	(2,049.46)	3,821.91	1,772.45	1,772.45	-	-	-	-	1,772.45
3293808984	Piti Mayor	1,101.26	-	1,053.83	-	2,155.09	2,155.09	1,053.83	1,101.26	-	-	-	2,155.09
7202265287	Umatac Mayor	1,132.27	-	1,020.71	(1,132.27)	2,152.98	1,020.71	1,020.71	-	-	-	-	1,020.71
1837525565	Yona Mayor	2,825.75	-	2,614.44	(2,825.75)	5,440.19	2,614.44	2,614.44	-	-	-	-	2,614.44
5763167341	Barrigada Mayors Office	3,646.11	-	3,307.41	-	6,953.52	6,953.52	3,307.41	3,646.11	-	-	-	6,953.52
8715052935	Mongmong/Toto/Maite Mayor	1,481.90	-	1,439.21	(1,481.90)	2,921.11	1,439.21	1,439.21	-	-	-	-	1,439.21
7037924246	Yigo Mayor	3,378.61	-	3,355.76	-	6,734.37	6,734.37	3,355.76	3,378.61	-	-	-	6,734.37
8433959204	Sinajana Mayor	6,565.57	(155.22)	5,778.63	-	12,344.20	12,188.98	5,778.63	6,410.35	-	-	-	12,188.98
8472200165	Agana Hts. Mayor	5,758.64	-	6,052.64	(4,654.18)	11,811.28	7,157.10	6,052.64	1,104.46	-	-	-	7,157.10
3832327736	Santa Rita Mayor	4,724.22	-	4,359.97	(2,838.41)	9,084.19	6,245.78	4,359.97	1,885.81	-	-	-	6,245.78
3631627996	Mangilao Mayor	2,499.88	-	2,784.05	(2,499.88)	5,283.93	2,784.05	2,784.05	-	-	-	-	2,784.05
8041715847	Dededo Mayor	6,502.69	-	6,270.48	(2,446.71)	12,773.17	10,326.46	6,270.48	4,055.98	-	-	-	10,326.46
6957205325	Tamuning Mayor	10,765.44	-	6,394.47	(6,801.40)	17,159.91	10,358.51	6,394.47	3,964.04	-	-	-	10,358.51
6078244037	Inarajan Mayor	7,040.00	-	6,542.00	(7,040.00)	13,582.00	6,542.00	6,542.00	-	-	-	-	6,542.00
7247791682	Agat Mayor	4,225.15	352.27	4,042.41	-	8,267.56	8,619.83	4,394.68	4,225.15	-	-	-	8,619.83
9351070242	Ordot/Chalan Pago Mayor	11,888.63	-	11,674.12	-	23,562.75	23,562.75	11,674.12	11,888.63	-	-	-	23,562.75
	Sub-total	**81,135.37**	**197.05**	**73,704.93**	**(35,237.41)**	**154,840.30**	**119,799.94**	**74,057.20**	**45,742.74**	-	-	-	**119,799.94**
	DPW Accounts												
0832698062	DPW-Signal Lights	7,736.78	-	7,654.06	-	15,390.84	15,390.84	7,654.06	7,736.78	-	-	-	15,390.84
0930959666	DPW- Primary St. Lights	93,666.55	-	95,257.42	(93,666.55)	95,257.42	95,257.42	95,257.42	-	-	-	-	95,257.42
3045433600	DPW-Village St. Lights	450,530.36	50.00	457,871.74	(198,936.73)	709,465.37	709,515.37	457,921.74	251,593.63	-	-	-	709,515.37
3088040552	DPW-Sec/Coll St. Lights	24,906.19	50.00	25,317.91	(24,906.19)	25,317.91	25,367.91	25,367.91	-	-	-	-	25,367.91
	Sub-total	**576,839.88**	**100.00**	**586,101.13**	**(317,509.47)**	**845,431.54**	**845,531.54**	**586,201.13**	**259,330.41**	-	-	-	**845,531.54**
	Autonomous/Public Corp												
0838495949	Guam Waterworks Authority	3,000,767.46	651.75	1,632,284.46	(3,000,792.46)	3,265,987.97	1,632,911.21	1,632,911.21	-	-	-	-	1,632,911.21
1540692986	Retirement Fund	7,569.24	-	6,369.12	(7,569.24)	6,369.12	6,369.12	6,369.12	-	-	-	-	6,369.12
4075914809	GPA	-	(106,181.70)	106,181.70	-	-	-	-	-	-	-	-	-
5357510000	University of Guam (NET METERED)	247,640.45	-	127,531.45	(247,640.45)	127,531.45	127,531.45	127,531.45	-	-	-	-	127,531.45
6518220019	Guam Community College	26,764.80	-	26,035.39	(52,800.19)	26,035.39	-	-	-	-	-	-	-
7736362694	Guam Airport Authority	1,109,150.78	-	546,587.65	(1,109,150.78)	546,587.65	546,587.65	546,587.65	-	-	-	-	546,587.65
8302337726	Guam Memorial Hospital	66,828.81	-	33,959.38	(31,658.94)	69,129.25	69,129.25	33,959.38	34,543.28	626.59	-	-	69,129.25
8426836906	Guam Memorial Hospital (NET METERED)	430,231.82	-	219,786.75	(206,129.20)	443,889.37	443,889.37	219,786.75	224,102.62	-	-	-	443,889.37
9157510000	Guam Community College (NET METERED)	67,461.88	-	67,018.62	(134,480.50)	67,018.62	-	-	-	-	-	-	-
0563872892	Guam Housing Corp Rental Division	2,421.80	25.00	1,681.12	(4,127.92)	1,681.12	-	-	-	-	-	-	-

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GUAM POWER AUTHORITY
GOVERNMENT ACCOUNTS RECEIVABLE
Billing up to September 30, 2026 and payments as of 10/25/2026

Current (09/30/2026 billing due 10/31/2026)
31 days Arrears (08/31/2026 billing due 09/30/2026)
61 days and over Arrears (07/31/2026 billing due 08/31/2026)

CC&B New Acct Numer	DEPARTMENT	BALANCE 08/31/2026	CANCEL/REBILL 10/25/2026	BILLING 09/30/2026	PAYMENT UP TO 10/25/2026	BALANCE 09/30/2026	CC&B BALANCE 10/25/2026	AGING 0-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total
9173210000	Guam Solid Waste Authority	15,140.78	-	14,851.37	(15,140.78)	14,851.37	14,851.37	14,851.37	-	-	-	-	14,851.37
5434075703	University of Guam	408,697.79	-	212,152.14	(408,697.79)	212,152.14	212,152.14	212,152.14	-	-	-	-	212,152.14
1699407298	G H U R A	39,433.69	281.10	35,177.82	(70,385.17)	35,177.82	4,507.44	4,507.44	-	-	-	-	4,507.44
4474308144	Port Authority of Guam	231,227.67	-	112,236.56	(343,464.23)	112,236.56	-	-	-	-	-	-	-
	Sub-total	**5,653,336.97**	**(105,223.85)**	**3,141,853.53**	**(5,632,037.65)**	**4,928,647.83**	**3,057,929.00**	**2,798,656.51**	**258,645.90**	**626.59**	**-**	**-**	**3,057,929.00**
	Others												
3209463043	Dept. of Military Affairs (NET METERED)	42,580.25	-	41,770.04	(42,580.25)	84,350.29	41,770.04	41,770.04	-	-	-	-	41,770.04
4530787043	U.S. Post Office	59,502.22	-	55,016.64	(114,518.86)	55,016.64	-	-	-	-	-	-	-
6000770566	KGTF	8,092.55	-	8,159.70	-	16,252.25	16,252.25	16,252.25	-	-	-	-	16,252.25
6602566745	Tamuning Post Office	4,882.87	-	6,836.70	(11,719.57)	6,836.70	-	-	-	-	-	-	-
7541928173	Guam Legislature	635.47	(25.00)	634.75	(1,245.22)	634.75	-	-	-	-	-	-	-
8108458168	Guam Post Office (Agana)	7,124.16	-	6,732.33	(13,856.49)	6,732.33	-	-	-	-	-	-	-
8353274954	Superior Court of Guam	74,225.66	-	73,377.93	(147,603.59)	73,377.93	-	-	-	-	-	-	-
8607446612	Dept. of Military Affairs	58,542.93	-	55,838.26	(58,542.93)	114,381.19	55,838.26	55,838.26	-	-	-	-	55,838.26
8972267005	Customs & Quarantine Agency	2,142.92	-	1,909.90	(2,142.92)	1,909.90	1,909.90	1,909.90	-	-	-	-	1,909.90
9503154359	Guam Legislature (NET METERED)	11,155.46	-	11,014.29	(22,169.75)	11,014.29	-	-	-	-	-	-	-
	Sub-total	**268,884.49**	**(25.00)**	**261,290.54**	**(414,379.58)**	**370,506.27**	**115,770.45**	**115,770.45**	**-**	**-**	**-**	**-**	**115,770.45**
Grand Total		**9,288,248.48**	**(103,105.51)**	**5,635,513.44**	**(8,882,145.35)**	**9,305,213.44**	**5,938,511.06**	**5,146,811.10**	**653,282.15**	**76,661.36**	**40,541.22**	**21,215.23**	**5,938,511.06**

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No.
GPA RESOLUTION NO.: FY2027-03

Relative to Authorize the Management of the Guam Power Authority to Award Line of Credit Facility for Fuel Purchases to Bank of Guam

What is the project's objective? Is it necessary and urgent?
The escalation of the Iran conflict and closure of the Strait of Hormuz in March 2026 caused significant oil supply disruptions, driving crude prices to nearly $300 per barrel. As a result, GPA's fuel shipment costs increased from approximately $25 million to an estimated $60 million, creating immediate liquidity pressure.

Pursuant to 12 GCA § 8241, the Authority may enter into short-term borrowing agreements of up to five years. The CCU authorized GPA management to establish a fuel-only Line of Credit of up to $100 million, which the PUC subsequently reduced to $70 million.

Accordingly, GEDA, on behalf of GPA, issued RFP 26-003 for a revolving credit facility of up to $70 million, with a three-year initial term and two optional one-year extensions. Three proposals were received by the September 16, 2026 deadline, and all three proponents were selected to collectively provide the $70 million facility.

Bank of Guam is one of the three selected proponents.

Where is the location?
Guam Power Authority

How much will it cost?
Bank of Guam has proposed the following terms and conditions below.

Facility Amount:	$37,500,000 (Offered up to $70,000,000)
Facility Type:	Revolving Line of Credit
Facility Fee:	$187,500 (1-time for 3-year term)
Interest Rate:	Tax-Exempt 7.00%
Term:	3-year term
	Annual option as requested and subject to mutual agreement

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

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GPA RESOLUTION NO. FY2027-03

RELATIVE TO AUTHORIZATION OF MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD LINE OF CREDIT FACILITY FOR FUEL PURCHASES TO BANK OF GUAM

WHEREAS, the escalation of the Iran conflict and the subsequent closure of the Strait of Hormuz in March 2026 have triggered significant supply disruption in the modern oil market, driving crude prices to unprecedented levels near $300 per barrel; and

WHEREAS, this global volatility has substantially increased Guam Power Authority's (GPA) fuel shipment costs, from an average of $25 million to an estimated $60 million per shipment, thereby creating an immediate strain on the Authority's operational liquidity; and

WHEREAS, GPA management has determined that securing a Line of Credit (LOC) or similar short-term financing facility is necessary to manage and distribute extraordinary fuel costs over time, mitigate immediate rate shock to ratepayers, and provide GPA with the flexibility to fund fuel purchases as needed and repay such obligations as revenues are collected, thereby ensuring continuity and reliability of fuel supply; and

WHEREAS, the Authority is authorized pursuant to 12 GCA § 8241 to enter into short-term borrowing agreements for periods not exceeding five (5) years and to incur debt necessary for its operations, subject to the review and approval of the Consolidated Commission on Utilities and the Governor; and

WHEREAS, the Consolidated Commission on Utilities authorized GPA to solicit, negotiate, and enter into a Line of Credit facility with a qualified financial institution in an amount not to exceed $100,000,000, with proceeds from the Line of Credit to be used solely for the procurement of fuel necessitated by extraordinary volatility in global fuel prices, and the Public

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Utilities Commission (PUC) subsequently reduced the authorized Line of Credit request to $70,000,000, which shall be used solely to fund fuel costs; and

WHEREAS, the contract review protocol established by PUC requires that all contracts in excess of $1.5 million be authorized by the PUC; and

WHEREAS, on August 24, 2026, the Guam Economic Development Authority (GEDA), on behalf of the Guam Power Authority, issued a Request for Proposal (RFP 26-003) seeking qualified financial institutions to provide a revolving credit facility of up to $70,000,000 to be drawn down on an as needed basis with initial term of three (3) years and an option to extend for two (2), one (1) year terms upon mutual agreement; and

WHEREAS, three proposals were received by the September 16, 2026 submission deadline, and all three proponents were selected to collectively provide the Authority with a $70,000,000 revolving credit facility through separate agreement; and

WHEREAS, Bank of Guam is one of three selected proponents offering a revolving line of credit; and

WHEREAS, following a review and evaluation of the proposals and the respective terms and conditions offered by each proponent, the Committee recommends awarding Bank of Guam a portion of the $70,000,000 credit facility, and tentatively offers the following terms and conditions, subject to final negotiation and mutual agreement:

a. Facility Amount:
   $37,500,000 Revolving Line of Credit
b. Commitment/Facility Fee:
   Not to exceed 1% of the committed facility amount
c. Facility Terms:
   Three years, with up to two optional one-year extensions by written mutual agreement
d. Interest Rate:
   Not to exceed the applicable Prime Rate plus 2%; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

NOW, THEREFORE, BE IT RESOLVED, the Consolidated Commission on Utilities, as the Governing Body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

1. The General Manager of GPA is authorized to enter into an agreement with Bank of Guam for a $37,500,000 revolving line of credit facility, substantially in accordance with the terms and conditions presented herein.

2. Proceeds from the line of credit shall be used solely for the procurement of fuel necessitated by extraordinary volatility in global fuel prices.

3. The General Manager is authorized to seek the Governor's approval and to take all actions necessary and appropriate to implement this Resolution, including petitioning the Guam Public Utilities Commission for its review and final approval of the revolving line of credit facility.

4. The General Manager, and such other officers or employees of GPA as may be designated by the General Manager in writing, are hereby authorized and directed to take all actions and execute all documents, agreements, certifications, and account instruments necessary or appropriate to carry out the purposes and intent of this Resolution in connection with such financial accounts and transactions, including without limitation, the authority for GPA to open, establish, maintain and administer bank accounts; deposit, withdraw, and transfer funds among GPA accounts; and to sign financial instruments including checks, line of credits, bank transfers and other transaction documents; and to authorize payments; or to take any such other action as may be necessary or any such further action necessary to ensure that sufficient funds are deposited into the applicable account or accounts to satisfy the Bank's unique terms and requirements affirming that sufficient funds be available to cover all scheduled payments to be maintained therein in connection with such accounts and transactions.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

5. Upon receipt of all required approvals and applicable conditions, the General Manager, or his authorized designee(s), is authorized to request and receive advances under the revolving line of credit, subject to the availability of committed funds and the terms and conditions of the facility, and to ensure timely payment of all principal, interest, fees, and other amounts due under the facility in accordance with the applicable financing documents.

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 October 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: _____

///

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No.
GPA RESOLUTION NO. FY2027-04

RELATIVE TO THE AUTHORIZE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CASUALTY INSURANCE

What is the project's objective? Is it necessary and urgent?
Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry."

GPA's current casualty insurance coverage expires November 1, 2026. GPA consolidated its insurance requirements under Multi-Step Bid No. MS GPA-060-26; however, only the incumbent provider, AM Insurance, submitted a proposal, with premiums approximately 29% higher than prior premiums and exceeding the Government's estimate. The bid was therefore cancelled, and GPA proceeded with a sole-source negotiation to obtain reduced pricing. GPA recommends awarding the casualty insurance coverage to AM Insurance for a three policy periods from November 1, 2026 to November 1, 2029, with two additional one-year renewal options.

Where is the location?
The coverage automobile liability insurance, general liability insurance, crime insurance, excess liability, workers' compensation, and directors' and officers' liability insurance, and professional liability insurance as a single casualty.

How much will it cost?
The annual collective premium is $577,860.
The three-year contract, with two one-year option periods, is estimated at $2,889,300.

When will it be completed?
Coverage will be provided for an initial three-year policy period, from November 1, 2026, through November 1, 2029, with two additional one-year renewal options.

What is its funding source?
Revenue funded

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. FY2027-04

RELATIVE TO AUTHORIZING THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE CASUALTY INSURANCE

WHEREAS, the Consolidated Commission on Utilities has determined that it is prudent and reasonable business practice to maintain coverage on Guam Power Authority's assets to the extent practical; and

WHEREAS, the Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain adequate workmen's compensation insurance for all employees of the Authority at any time employed in the construction, operation, maintenance, repair or reconstruction of the system, and will secure and maintain general and automotive liability insurance relating to the operation of the System. Such general and automotive liability insurance shall be in an amount not less than $1,000,000 for injuries, including death, to any one person, and in an amount not less than $2,000,000 for injuries, including death, to two or more persons, on account of any one accident, and property damage insurance in an amount not less than $1,000,000 for each occurrence. The Board will also take out and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Authority."; and

WHEREAS, the indenture further requires GPA to carry insurance "of scope and nature as that usually carried in the industry";

WHEREAS, GPA's existing Casualty Insurance policy coverage will expire on November 1, 2026; and

WHEREAS, for administrative ease, GPA combined the automobile liability insurance, general liability insurance, crime insurance, excess liability, workers' compensation, and directors' and officers' liability insurance, and professional liability insurance as a single casualty

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

insurance bid and solicited these requirements under multi step bid MS GPA-060-26, for a three-year (3) term with options for two (2) additional one (1) year extensions coverage; and

WHEREAS, three vendors registered as interested bidders; however, only one vendor submitted a proposal, which is GPA's incumbent provider; and

WHEREAS, the initial premiums came at higher than the prior premium by 29%, MS GPA-060-26 was cancelled and a sole-source was conducted to negotiate a reduced premium; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of $1.5 million be authorized by the PUC; and

WHEREAS, GPA recommends to award the new casualty line of insurance policies to AM Insurance, a local insurance brokerage firm, and its affiliate for the three policy periods from November 1, 2026 to November 1, 2029, with two additional one-year renewal options. The broker and the underwriters are prepared to offer the following multi-year terms:

The annual premium of $577,860.

Line of Insurance	Premium
General Liability	$ 84,800
Auto	77,991
Excess Liability	204,804
Workers' Compensation	15,236
Blanket Crime	55,873
Directors & Officers	95,956
Commercial Floater	43,200

WHEREAS, during the negotiation the Authority was not able to meet PUC approval timeline, thus a one month extension at a cost of $50,000 was requested to avoid a break in casualty insurance coverage and thus does not trigger the requirements of the PUC's Contract Review Protocol for GPA, *see* Admin. Dkt. Order ¶ 10 (Feb. 15, 2008); and

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities, as the governing body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

1. The GPA General Manager is authorized to enter into a one-month extension of the existing casualty insurance coverage with AM Insurance and its affiliates for the period from November 1, 2026 to December 1, 2026, at a cost of $50,000, to avoid a break in coverage.

2. The GPA General Manager is authorized to enter into a contract with AM Insurance and its affiliates.

3. The GPA General Manager is authorized to accept the terms of the casualty line of insurance policies offered by AM Insurance and its affiliates for a combined annual premium of $530,000 for December 1, 2026, and ending November 1, 2027.

4. The GPA General Manager is authorized to enter into three-year contract, with two one-year option periods and are estimated at $2,839,300.

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 October, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS	**MELVIN F. DUENAS**
Chairperson	Secretary
Consolidated Commission on Utilities	Consolidated Commission on Utilities

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

SECRETARY'S CERTIFICATE

I, **Melvin F. 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: _____

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CASUALTY INSURANCE · FY 2026–2027

FY2026 Actual	Original Proposal	Revised Proposal	Requested Approval
$745,188	**$959,817**	**$758,060**	**$577,860**
Baseline	+29% vs FY26	+1.7% vs FY26	−22% vs FY26

NEGOTIATION HIGHLIGHTS

D&O Limit Reduction

$20M → $15M coverage
Saves ~$21k vs original proposal structure

Multi-Year Terms

Auto, Floater & Crime locked for 3 years
rate stability secured

Higher GL Deductible

$5k → $100k deductible
Premium reduced to $84,800 (−$30k)

Self-Insure PL

Professional Liability excluded from request
Saves $261,250

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CASUALTY INSURANCE · FY 2026–2027

COVERAGE DETAIL

DESCRIPTION	FY2025	FY2026	Proposal Annual	Options	Revised Proposal	Requested	Notes / Coverage Terms	vs Proposal
Excess Liability · Calvo's/AIG								
• $100M coverage	$204,804	$204,804	$223,587		**$204,804**	**$204,804**	Auto, GL, Workers' Comp	−$18,783
• $75M coverage				$244,800				
• Terrorism			$15,651					
General Liability · Moylan's/DB								
• $5,000 deductible	$81,275	$81,275	$115,000				$1M / $2M aggregate	
• $100,000 deductible					**$84,800**	**$84,800**	$1M / $2M aggregate	−$30,200
Auto Liability · DB	**$57,500**	**$65,024**	**$89,742**	$81,908	**$77,991**	**$77,991**	B/I – $1M, 3-year term	−$11,751
Commercial Floater · DB	**$34,965**	**$34,965**	**$60,000**	$54,000	**$43,200**	**$43,200**	$6M, 3-yr; equip >$100k; $1k ded.	−$16,800
Excess WC · Calvo's/AIG	**$15,236**	**$15,236**	**$15,236**		**$15,236**	**$15,236**	$1M excess of $100k	—
Blanket Crime · DB	**$49,034**	**$49,034**	**$62,081**	$55,873	**$55,873**	**$55,873**	$2M, 3-yr; $75k deductible	−$6,208

Doc. No. 38GL-26-3188.*

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CASUALTY INSURANCE · FY 2026–2027

DESCRIPTION	FY2025	FY2026	Proposal Annual	Options	Revised Proposal	Requested	Notes / Coverage Terms	vs Proposal
Directors & Officers · Calvo's/AIG								
• $25M coverage	$104,501	$149,500	—					
• $20M coverage			$117,270					
• $15M coverage				$95,956	**$95,956**	**$95,956**		−$21,314
• $10M coverage				$74,632				
Prof. Liability · Prior Calvo's/ Current Lloyd's								
• $1M coverage	$145,350	$145,350	$261,250		**$180,200**	—	$1M; $100k deductible	−$261,250
GRAND TOTAL	**$692,665**	**$745,188**	**$959,817**		**$758,060**	**$577,860**		

NEGOTIATION OUTCOME

$381,957

annual savings vs original proposal

Key drivers: D&O limit reduction ($20M → $15M) · Multi-year terms on Auto, Floater & Crime · Higher GL deductible ($100k) · Self-Insure Professional Liability

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
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Issues for Decision

Resolution No.
GPA RESOLUTION NO. FY2027-05

RELATIVE TO THE AUTHORIE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO AWARD THE PROPERTY INSURANCE

What is the project's objective? Is it necessary and urgent?
Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost." The indenture further requires GPA to carry insurance "of a scope and nature as that usually carried in the industry."

GPA's current Property Insurance policy's year is set to expire on November 1, 2026. During negotiations, GPA was unable to meet the PUC's approval timeline and requests a one-month extension at a cost of $650,000 to prevent a lapse in property insurance coverage. This amount is less than 20% above the $6.9 million previously authorized by the PUC under GPA Docket No. 26-01. GPA recommends exercising the third one-year renewal option with AM Insurance, a local insurance brokerage firm, and its affiliates, for the period from December 1, 2026, through November 1, 2027.

Where is the location?
The coverage will be for all GPA covered assets.

How much will it cost?
One-month extension- Extend the current property insurance coverage for the period of November 1 through November 30, 2026, at a cost of $650,000.

Remaining eleven-month coverage – The cost for the remaining eleven months will be $5,701,352 for property insurance and $121,550 for cyber insurance, for a combined total of $5,822,902, covering the period from December 1, 2026, through November 1, 2027.

When will it be completed?
Total coverage period from November 1, 2026, to November 1, 2027

What is its funding source?
Revenue funded

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

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GPA RESOLUTION NO. FY2027-05

RELATIVE TO AUTHORIZATION OF THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO RENEW THE PROPERTY INSURANCE

WHEREAS, the Consolidated Commission on Utilities has determined that it is prudent and reasonable business practice to maintain coverage on Guam Power Authority's assets to the extent practical; and

WHEREAS, the Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain property insurance on all facilities constituting the system against risks of loss or damage caused by or resulting from fire and from action of the elements (including loss from typhoons, earthquakes, floods and tidal waves), to the extent that such insurance is obtainable at reasonable cost"; and

WHEREAS, the indenture further requires GPA to carry insurance "of scope and nature as that usually carried in the industry"; and

WHEREAS, GPA's Property Insurance policy was awarded to AM Insurance, a local insurance brokerage firm and its affiliates, in October 2023 for a one (1) year policy period beginning November 1, 2023, to October 31, 2024, with four one-year options to renew; and

WHEREAS, GPA's existing Property Insurance policy coverage is set to expire on November 1, 2026; and GPA would like to exercise the third one-year option to renew; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of $1.5 million be authorized by the PUC; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, during the negotiation the Authority was not able to meet PUC approval timeline, thus a one month extension at a cost of $650,000 was requested to avoid a break in property insurance coverage, an amount that is less than 20 percent over the amount of $6.9 million previously authorized by the PUC in GPA Docket No. 26-01 and thus does not trigger the requirements of the PUC's Contract Review Protocol for GPA, *see* Admin. Dkt. Order ¶ 10 (Feb. 15, 2008); and

WHEREAS, GPA recommends renewing the contract with AM Insurance, a local insurance brokerage firm, and its affiliates for the period from December 1, 2026 to November 1, 2027, and the broker and the underwriters are prepared to offer the following:

- The remaining eleven months will be $5,701,352 for property insurance and $121,550 for cyber insurance, for a combined total of $5,822,902, for the policy period from December 1, 2026 to November 1, 2027; and

WHEREAS, GPA now brings these matters before the Consolidated Commission on Utilities for consideration and action.

NOW, THEREFORE BE IT RESOLVED, by the Consolidated Commission on Utilities, as the governing body of the Guam Power Authority, subject to the approval of the Guam Public Utilities Commission, as follows:

1. The GPA General Manager is authorized to accept a one-month extension of the current property insurance coverage at a cost of $650,000, during the period of November 1, 2026 to November 30, 2026.

2. The GPA General Manager is authorized to enter into a contract with AM Insurance and its affiliates, by which AM Insurance and its affiliates will provide property and cyber insurance coverage for the period from December 1, 2026 to November 1, 2027.

3. The GPA General Manager is authorized to accept the terms of the renewal premium offered by AM Insurance and its affiliates at a cost of $5,822,902 for the policy period coverage between December 1, 2026 and November 1, 2027.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

4. Management is authorized to work with the insurance consultant, broker, and underwriters to continue to look at options to reduce insurance premiums.

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 October, 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 F. 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: _____

///

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Premium Breakdown

Insurance component	2026/27 premium
Property insurance	$6,219,657
Cybersecurity insurance	$132,600
Combined total	$6,352,257

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

Property Insurance History

Policy year	Insured	Insured value	Value change	Property premium	Premium change ($)	Rate	Claims
2014/15	$300 Mil	$1,437,978,000	(4.37%)	$4,855,119	($551,503)	0.3376%	0
2015/16	$300 Mil	$1,437,978,000	0.00%	$6,662,309	+$1,807,190	0.4633%	$160 Mil
2016/17	$300 Mil	$1,437,978,000	0.00%	$6,450,000	($212,309)	0.4485%	0
2017/18	$300 Mil	$1,437,978,000	0.00%	$6,694,749	+$244,749	0.4656%	0
2018/19	$300 Mil	$1,190,984,552	(17.18%)	$4,422,692	($2,272,057)	0.3713%	0
2019/20	$200 Mil	$1,229,321,733	+3.22%	$5,252,334	+$829,642	0.4273%	0
2020/21	$200 Mil	$994,029,929	(19.14%)	$5,252,334	$0	0.5284%	0
2021/22	$200 Mil	$1,041,633,681	+4.79%	$5,788,643	+$536,309	0.5557%	0
2022/23	$200 Mil	$1,112,171,290	+6.77%	$6,670,980	+$882,337	0.5998%	0
2023/24	$200 Mil	$1,112,171,290	0.00%	$7,165,858	+$494,878	0.6443%	0
2024/25	$200 Mil	$1,090,622,465	(1.94%)	$7,056,365	($109,493)	0.6470%	0
2025/26	$150 Mil	$968,260,635*	-11.22%	$6,719,657	($336,708)	0.6940%	0
2026/27	**$150 Mil**	**$969,870,453**	**+0.17%**	**$6,219,657**	**($500,000)**	**0.6413%**	**0**

*2025/26 value reduced $200M by sub-limiting Cabras 1 & 2 to $50M each. Premiums per Resolution 2027-05.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Issues for Decision

Resolution No. 02-FY2027 (GWA) / FY2027-06 (GPA)
Relative to Authorizing and Adopting Rules and Procedures for Virtual Attendance and Electronic Voting for Commissioners of the Consolidated Commission on Utilities

What is the project's objective and is it necessary and urgent?
The resolution sets uniform procedures for Commissioners to attend and vote remotely by video teleconference. It implements 5 GCA § 43121 and CCU Standing Rule 1.2.5.8. It is necessary because 5 GCA § 43121(c) provides that boards and commissions shall develop rules governing the use of video teleconferencing for their members, and CCU Standing Rule 1.2.5.8 authorizes the establishment of procedures for electronic voting. It also helps Commissioners who cannot be physically present take part, keeps Commission business moving, and ensures every vote is documented in the official record.

Where is the location?
Not applicable. This is a Commission governance and procedural resolution

How much will it cost?
No Cost.

When will it be completed?
The resolution takes effect immediately upon adoption by the CCU.

What is the funding source?
Not Applicable.

The RFP/BID responses (if applicable):
Not Applicable.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. 02-FY2027 / GPA RESOLUTION NO. FY2027-06

RELATIVE TO AUTHORIZING AND ADOPTING RULES AND PROCEDURES FOR VIRTUAL ATTENDANCE AND ELECTRONIC VOTING FOR COMMISSIONERS OF THE CONSOLIDATED COMMISSION ON UTILITIES

WHEREAS, the Consolidated Commission on Utilities ("CCU" or "Commission") was established pursuant to Chapter 79 of Title 12, Guam Code Annotated, and is vested with the powers and duties governing the Guam Power Authority and the Guam Waterworks Authority; and

WHEREAS, pursuant to 12 GCA § 79101, the Commission is authorized to adopt rules and regulations governing the conduct of its affairs; and

WHEREAS, pursuant to 5 GCA § 43121(a), members of boards and commissions may participate in regular and special meetings through video teleconferencing, subject to applicable statutory requirements, and participation through video teleconference may satisfy the requirements for a quorum; and

WHEREAS, 5 GCA § 43121(c) further provides that boards and commissions shall develop rules and regulations governing the use of video teleconferencing for their members, in addition to compliance with other requirements in accordance with their individual missions and functions, consistent with the Open Government Law and applicable law; and

WHEREAS, 5 GCA § 43121(d) expressly provides that executive sessions and due process hearings shall not be conducted via video teleconferencing; and

WHEREAS, the CCU has adopted Standing Rules governing the meetings and conduct of business of the Commission, including Rule 1.2.5, governing voting by members of the CCU; and

WHEREAS, Rule 1.2.5.8 of the CCU Standing Rules specifically addresses "Electronic Voting" and authorizes the CCU Committee on Rules to establish procedures for electronic voting by members of the CCU who are not physically present but are able to participate; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, the CCU defines "electronic voting" as the contemporaneous casting of an "aye" or "nay" vote by a Commissioner participating through video teleconferencing pursuant to 5 GCA § 43121 during a duly noticed and properly convened Commission meeting, either by audible roll, video call or through an approved nonanonymous electronic voting mechanism to include private text messages, and direct messages shall constitute votes under this Resolution; and

WHEREAS, a member seeking to participate remotely shall submit a written request to the Chairperson via email, text message or direct message, in accordance with 5 GCA § 43121(a), which request and its disposition shall be documented and attached to the minutes of the meeting, and remote participation shall be subject to all applicable statutory requirements; and

WHEREAS, the Commission recognizes that members who are legally authorized to participate through video teleconference pursuant to 5 GCA § 43121, or through such other remote means as expressly authorized by applicable law, are participating members of a duly noticed meeting and, consistent with the CCU Standing Rules, shall be permitted to participate in the business of the Commission and vote on matters properly before the Commission, subject to the same applicable voting requirements and limitations governing members participating in person; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall be permitted only in connection with a duly noticed and properly convened regular or special meeting of the Commission, and only when the member participating remotely is legally authorized to do so, is participating through an authorized video teleconference means, and is able to hear and participate in the proceedings; and

WHEREAS, the Commission establishes that electronic voting shall not alter the voting obligations, voting thresholds, or limitations imposed by applicable law or the CCU Standing Rules. Each participating Commissioner shall vote "aye" or "nay" when a vote is called, unless barred from voting by public law or excused from voting for cause in accordance with 5 GCA § 43120(b) and CCU Standing Rule 1.2.5.3.; and

WHEREAS, the Commission establishes that the Commission Secretary, or such other person as may be designated by the Commission, shall administer the electronic voting process and shall provide members participating remotely with access to the electronic voting mechanism,

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which shall permit the casting of an affirmative, negative, abstaining, or other vote authorized under the applicable voting rules; and

WHEREAS, the Commission establishes that reasonable procedures shall be maintained to verify the identity of each member casting an electronic vote and to ensure that each electronic vote is accurately recorded, preserved, and reflected in the final vote of the Commission; and

WHEREAS, the Commission establishes that electronic voting shall not be conducted as a secret or anonymous ballot, and the identity and vote of each member shall be ascertainable and included in the official meeting record to the extent required by applicable law; and

WHEREAS, the Commission establishes that the minutes of each meeting shall identify members participating through video teleconferencing and shall record electronically cast votes in the same manner as votes cast by members physically present, subject to applicable law and the CCU Standing Rules; and

WHEREAS, the Commission recognizes that technical interruptions may occur during virtual participation and establishes that, if a technical failure prevents a remotely participating member from casting an electronic vote, the Chairperson may provide a reasonable alternative means for the member to communicate the member's vote, including verbally through the meeting's authorized video teleconference platform, provided that the member remains legally authorized to participate remotely, remains a participant in the duly noticed meeting, remains able to hear and participate in the proceedings, and the vote can be reliably attributed to that member; and

WHEREAS, the Commission establishes that virtual attendance and electronic voting shall not diminish any public access, notice, participation, or transparency requirement imposed by the Open Government Law or other applicable law, and shall not be used to conduct Commission business outside a properly noticed and convened meeting; and

WHEREAS, the Commission authorizes the Commission Secretary, in consultation with the Chairperson, General Counsel, and applicable technology personnel, to implement such technical and administrative procedures as are reasonably necessary to implement these requirements, including procedures for member authentication, access to the electronic voting platform, verification and preservation of votes, and the handling of technical interruptions; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, all such technical and administrative procedures shall be consistent with 5 GCA § 43121, including subsection (d), the Open Government Law, the CCU Standing Rules, and all other applicable laws and regulations; and

WHEREAS, nothing herein shall be construed to authorize a CCU member to cast an electronic vote when the member is not participating in a duly noticed Commission meeting, or to authorize Commission action outside a meeting when applicable law or the CCU Standing Rules require such action to occur at a duly noticed meeting; and

WHEREAS, nothing herein shall be construed to authorize virtual participation or electronic voting in connection with an executive session or due process hearing that may not lawfully be conducted via video teleconferencing pursuant to 5 GCA § 43121(d), or to expand the authority otherwise provided by law for remote participation by members of the Commission; and

WHEREAS, the Commission finds that establishing clear and uniform procedures for virtual attendance and electronic voting will facilitate meaningful participation by CCU members who cannot be physically present, promote continuity of Commission business, provide a reliable and transparent means for remote members to exercise their voting rights, and ensure that all votes are properly documented and preserved as part of the official record of Commission proceedings.

NOW BE IT THEREFORE RESOLVED BY THE CONSOLIDATED COMMISSION ON UTILITIES, THAT the foregoing procedures governing remote participation and electronic voting by members of the Consolidated Commission on Utilities are hereby adopted and established pursuant to 5 GCA § 43121, 12 GCA § 79101, CCU Standing Rule 1.2.5.8, and all other applicable law and rules of the Commission.

BE IT FURTHER RESOLVED, that the Chairperson, Secretary, General Counsel, and such other officers or personnel as may be necessary are authorized to take all actions reasonably necessary to implement this Resolution consistent with CCU Standing Rule 1.2.5.8 and the procedures adopted herein.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Consolidated Commission on Utilities.

//

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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

DULY AND REGULARLY ADOPTED, this 27th day of October 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: _____

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///

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Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

RESOLUTION NO. FY2027-07

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR APPROVAL OF A ONE-YEAR EXTENSION AND AMENDMENT OF THE BULK SUPPLY OF DIESEL FUEL OIL NO. 2 (ULSD) CONTRACT WITH HYUNDAI CORPORATION

What is the project's objective? Is it necessary and urgent?
The one (1) year extension of the Bulk Supply of Diesel Fuel Oil No.2 is necessary to provide uninterrupted supply of ULSD for the continuous operation of the power plants in order to support the Island Wide Power System demand for electricity. The proposed contract extension is expected to benefit GPA ratepayers by maintaining a lower premium fee than what may be obtained through a new competitive solicitation, particularly given the current volatility in the global crude oil market arising from the ongoing geopolitical situation in the Middle East.

Where is the location?
GPA Bulk Fuel Storage Facility.

How much will it cost?
The one (1) year contract extension is estimated to cost about $354,200,000. Detailed breakdown analysis (Exhibit A).

When will it be completed?
The contract extension shall be for a period of one (1) year, commencing in February 06, 2027 and will expire in February 05, 2028. The extension of the existing contract (MS IFB GPA-040-23) can be completed immediately following CCU and PUC approvals.

What is its funding source?
Funding is from LEAC revenue.

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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. FY2027-07

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUBLIC UTILITIES COMMISSION FOR APPROVAL OF A ONE-YEAR EXTENSION AND AMENDMENT OF THE BULK SUPPLY OF DIESEL FUEL OIL NO. 2 (ULSD) CONTRACT WITH HYUNDAI CORPORATION

WHEREAS, the Guam Power Authority (GPA) entered into Contract No. GPA-040-23 with Hyundai Corporation (HYUNDAI) for the Bulk Supply of Diesel Fuel Oil No. 2 (ULSD) for a three-year base term ending February 5, 2027; and

WHEREAS, the Contract provides for two (2) optional one-year extension terms upon the mutual agreement of GPA and HYUNDAI; and

WHEREAS, GPA and HYUNDAI desire to extend the Contract for one (1) one-year term, commencing February 6, 2027, and ending February 5, 2028, subject to all required regulatory approvals; and

WHEREAS, the fixed premium under the original three-year Contract is $8.08 per barrel, and HYUNDAI has proposed a fixed premium of $8.43 per barrel for the first one-year extension period, representing an increase of $0.35 per barrel; and

WHEREAS, based on forecasted reference prices and an estimated supply quantity of 2,300,000 barrels per year, the estimated cost of the one-year extension is $354,200,000, resulting in a projected aggregate contract value of $808,469,195.84, inclusive of the original three-year term and the proposed one-year extension, as detailed in Exhibit A; and

WHEREAS, the current fuel market conditions present significant challenges in security refinery capacity that aligns with the strict scheduling and technical specifications required by the Ukudu Power Plant, making this proposed one-year contract extension essential to securing the Guam Power Authority's short-term fuel supply security; and

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

WHEREAS, GPA is actively seeking liquefied natural gas (LNG) as an alternate fuel source for the Ukudu Power Plant to potentially reduce fuel procurement costs, minimize plant downtime, and lower overall facility maintenance expenditures, subject to prevailing market conditions; and

WHEREAS, GPA has determined that the proposed fixed premium of $8.43 per barrel and the estimated cost of the extension are reasonable and in the best interest of GPA and its ratepayers, considering current market conditions and the need to maintain a reliable and uninterrupted fuel supply; and

WHEREAS, GPA seeks authority, particularly in the event of geopolitical developments, supply disruptions, or other market conditions affecting the availability, reliability, or timely delivery of the Contract Product, to permit HYUNDAI to source the Contract Product from an alternative origin approved by GPA, including the United States, provided that the product complies with all Contract specifications and that the applicable pricing and delivery terms are mutually agreed upon by GPA and HYUNDAI.

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:

1. The General Manager of the Guam Power Authority is hereby authorized to petition the Guam Public Utilities Commission for approval of a one-year extension of Contract No. GPA-040-23 with Hyundai Corporation commencing February 6, 2027, and ending February 5, 2028, subject to the terms of the Contract and all required approvals.
2. Based on forecasted reference prices and estimated supply quantities, the estimated cost of the one-year extension is $354,200,000, resulting in a projected aggregate contract value of $808,469,195.84, inclusive of the original three-year term and the proposed extension period. The General Manager is authorized to execute all agreements and documents necessary to effectuate the extension following approval by the Guam Public Utilities Commission.

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3. The General Manager is further authorized to amend the Contract to provide that GPA may, at its option, request HYUNDAI to source the Contract Product from an alternative approved origin, including the United States, subject to compliance with the Contract specifications and mutually agreed pricing and delivery terms.

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

DULY AND REGULARLY ADOPTED, this 27th day of October, 2026.

Certified by: Attested by:

FRANCIS E. SANTOS
Chairperson

MELVIN F. DUENAS
Secretary

I, **Melvin F. Duenas**, 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: _____

ABSTAIN: _____

ABSENT: _____

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Exhibit A

GPA-040-23 One-Year Extension Cost Estimate

Pricing Component	FY2027
Reference Price Forecast ($/bbl)	$145.57
Fixed Premium ($/bbl)	$8.430
Estimated Delivered Price ($/bbl)	$154.00
Estimated Quantity (bbl)	2,300,000
Estimated Fixed Premium Cost	**$19,389,000.00**
Estimated Contract Cost	**$354,200,000.00**

Projected Contract Value

Original Three-Year Contract Cost	$454,269,195.84
Estimated One-Year Extension Cost	$354,200,000.00
Projected Aggregate Contract Value	**$808,469,195.84**

Hyundai Offer Comparison

	First Offer	Negotiated final offer	Difference / Savings
Premium per barrel	**$8.58**	**$8.43**	**$0.15/bbl lower**
Percentage reduction	-	-	1.75%
Annual premium cost	$19,734,000.00	$19,389,000.00	**$345,000.00/year**
F ESTIMATED CONTRACT COST (C x D), $	[illegible]	[illegible]	[illegible]

Notes: Original premium: $8.08/bbl. Proposed premium: $8.43/bbl for a year extension.

Reference-price forecasts: Morgan Stanley Commodities, FY2027-FY2028.

IP&E and Mobil comparison figures: MS-IFB-GPA-040-23.

Extension costs are estimates based on the Contract pricing formula and actual delivered quantities.

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUÅHAN
P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

Feasibility of U.S.-Supplied Ultra-Low Sulphur Diesel Special (ULSDS)

Prepared By:

Brian Jason C. San Nicolas
Engineer II

Lemuel N. Sumadsad
Engineer Supervisor (Acting)

Concurred By:

John J. Cruz Jr., P.E
AGMETS

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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1. Introduction and Scope

This report examines the economic feasibility of supplying U.S.-origin ULSD exports to Guam. Two U.S. export regions are considered: the **U.S. West Coast (USWC)** and the **U.S. Gulf Coast (USGC)**. The principal benchmark for comparison is Asian supply (Korea, China, Japan, and Singapore), with particular focus on export volumes originating from Korea.

The analysis considers both the underlying regional ULSD price benchmarks and the freight and logistics costs required to deliver product to Guam. While the regional commodity benchmarks are important, the delivered cost comparison is driven by voyage distance, vessel utilization, backhaul availability, and, particularly for USGC supply, Panama Canal transit costs.

2. Regional ULSD Price Benchmark Comparison

2.1 Data Period and Instruments

Period: 1 April 2024 – 31 August 2026 (daily data)

Instruments: MOPS 10ppm Gasoil (red line); ULSD USGC Waterborne (USGC / green line); ULSD No. 2 CARB Diesel, Los Angeles CA Pipeline (USWC / blue line).

For more granular daily figures, please refer to the Excel file provided separately.

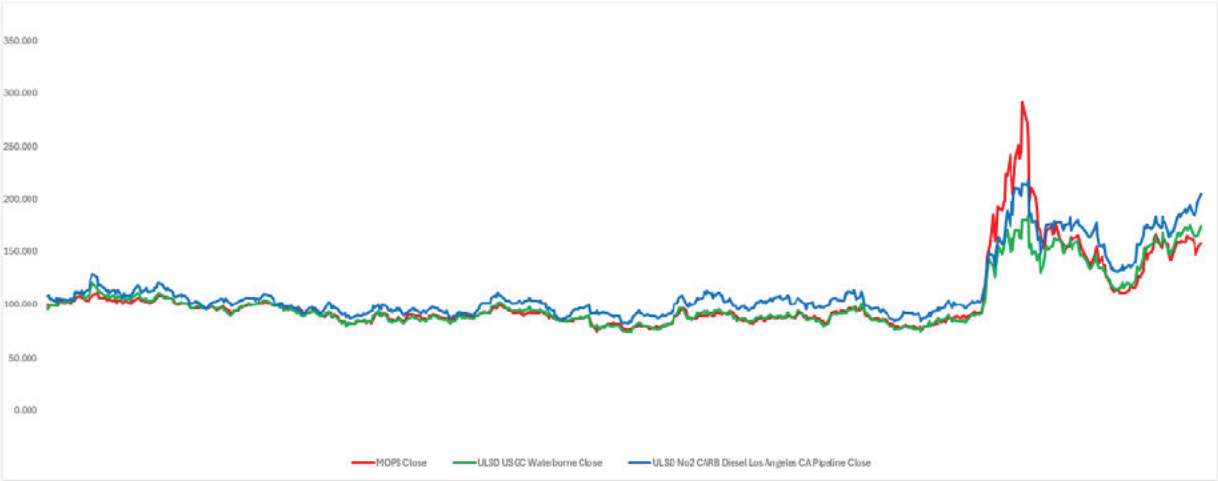

Figure 1. Regional ULSD benchmark pricing, 1 April 2024 – 31 August 2026.

Metric	MOPS	ULSD USGC Waterborne (USGC)	ULSD No2 CARB Diesel Los Angeles CA Pipeline (USWC)	Differ (USGC against MOPS)	Differ (USWC against MOPS)
Average	$105.02	$102.75	$113.67	($2.27)	$8.65
Volatility (Std. Dev.)	$32.66	$25.15	$29.70	($7.51)	($2.97)
Minimum	$75.90	$74.85	$82.72	($1.05)	$6.82
Maximum	$292.82	$184.22	$219.45	($108.60)	($73.37)
Median	$92.58	$93.10	$103.10	$0.53	$10.52

Table 1. Summary statistics for regional ULSD benchmarks and spreads against MOP

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2.2 Pricing Results

As the pricing history shows, the regional ULSD indices show no material divergence over the term of the GPA 040-23 ULSD contract. On a full-period average basis, USGC pricing is $2.27/bbl below MOPS, while USWC pricing averages $8.65/bbl above MOPS.

Accordingly, over the three-year comparison period, USWC is quoted at a substantial premium to Singapore pricing on average, while USGC pricing is broadly in line with, or modestly below ($2–3/bbl), MOPS. The decisive factor, however, is freight, as discussed below.

3. Freight and Logistics Comparison

3.1 Route Distances and Transit Times

The map below compares the primary supply routes considered in this analysis: Korea–Guam, USWC–Guam, and USGC–Guam.

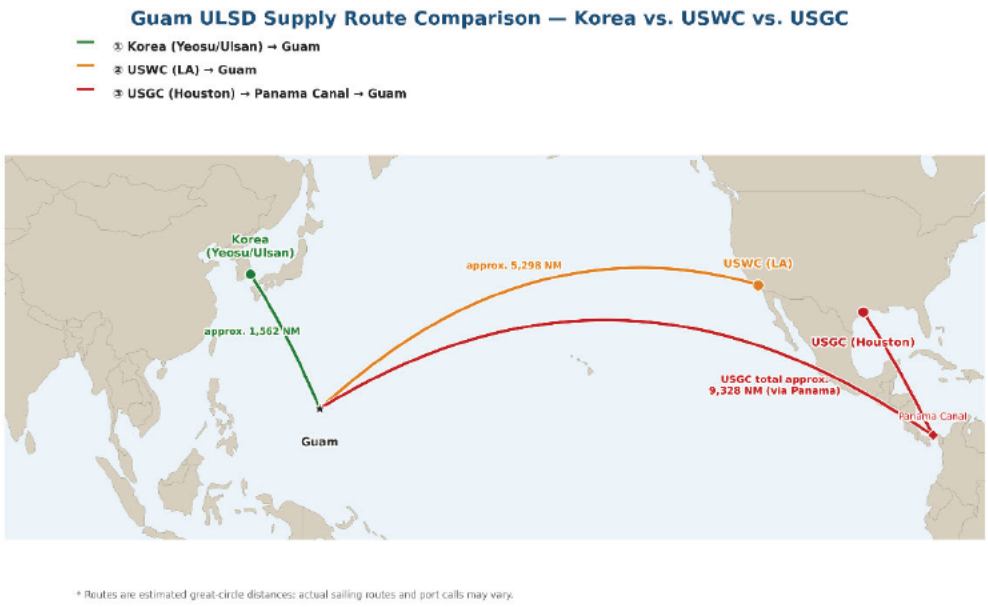

Figure 2. Guam ULSD supply route comparison — Korea vs. USWC vs. USGC.

	SK - Guam	USWC-Guam	USGC - Guam	SK - Spore
Distance NM	1,562	5,298	9,328	2,499
Voy days	5.21	17.66	31.09	8.33

Table 2. Approximate route distances and theoretical voyage days at 12.5 knots.

As the map shows, the USWC–Guam route and, in particular, the USGC–Guam route entail very long voyage distances, with the latter requiring transit of the Panama Canal.

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Assuming a voyage speed of 12.5 knots, the table above sets out the transit time for each route. These figures represent theoretical minimum voyage days, and actual voyages will take longer (the actual Korea–Guam voyage takes 6.5 days). Even on this theoretical basis, however, the Korea–Guam route is the most competitive.

3.2 Backhaul and Voyage-Cost Considerations

From an owner's perspective, one-way voyage days are not the only consideration. Whether a backhaul cargo is available for the return leg is equally important, and Guam offers no petroleum products for loading. Taking this into account, the minimum voyage days used for theoretical voyage-cost purposes are approximately 12 days for Korea–Guam, 36 days for USWC–Guam, and some 62 days for USGC–Guam—a very substantial difference.

3.3 Freight Benchmark Methodology

The freight comparison is based on the following three indices:

1. Clean South Korea–Singapore 30kt MR Lumpsum
2. Clean South Korea–USWC 30kt MR Lumpsum
3. Clean South Korea–USAC/GC 30kt MR Lumpsum

Korea–Singapore freight is used as the primary reference because it is the benchmark owners actually apply when performing Korea–Guam voyages. To keep the distance-based comparison on a like-for-like basis, the Korea–USWC and Korea–USGC benchmarks are compared on the same footing.

It may be asked why the comparison is not run on a USGC-to-Korea or USGC-to-Guam basis. Platts does publish a USGC-origin, Korea-destination benchmark "Clean Freight USGC-NEAsia MR Lumpsum cargo size." However, not a single voyage was performed on that route between January 2024 and August 2026; it is a no-record route. The index has accordingly not moved once in three years, which renders any comparison on that basis meaningless.

Likewise, Korea-destination indices are used rather than USWC–Guam or USGC–Guam because no Guam-destination index exists. Recognising that the Korea-destination voyage covers the greater distance, 75% of the originally quoted rate has been applied to those routes for comparison purposes.

3.4 Freight Index Comparison

Period: 1 April 2024 – 31 August 2026 (daily data)

Instruments: ① Clean South Korea–Singapore 30kt MR Lumpsum (red); ② Clean South Korea–USWC 30kt MR Lumpsum (blue); ③ Clean South Korea–USAC/GC 30kt MR Lumpsum (green).

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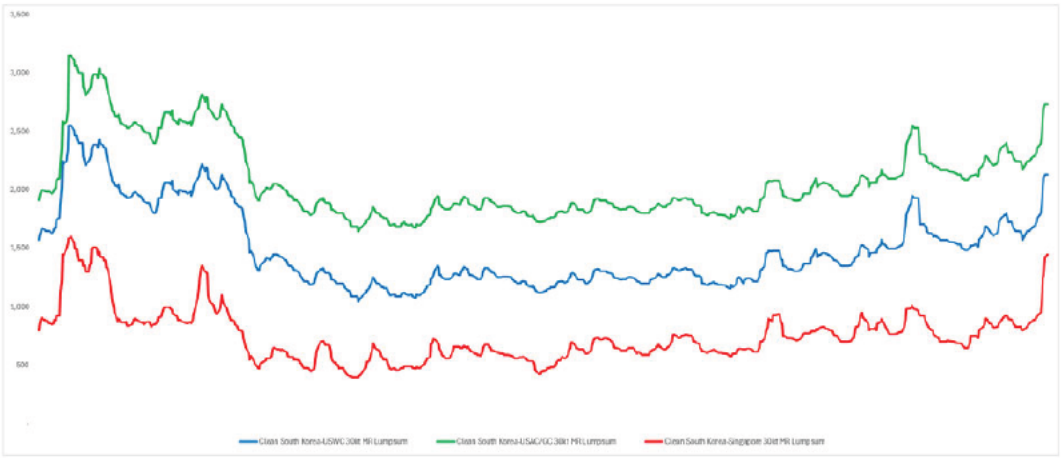

Figure 3. Historical comparison of the three freight indices.

As noted above, even after applying 75% of the original rate to both USWC and USGC, Korea–Singapore freight remains overwhelmingly the cheapest. This is to be expected given the voyage days set out above and the absence of backhaul cargo, which ties a vessel up for some two months on a USGC voyage.

Route	Average (Lumpsum, USD)	Against KR-SP
Korea - Singapore	753.6	-
Korea - USWC	1,494.5	**198.32%**
Korea - USGC	2,086.2	**276.85%**

Average Spread	Difference (USD)	Difference (per bbl, 250kb)
Korea - USGC minus Korea - Singapore	+1,332.7	**+5.3**
Korea - USWC minus Korea - Singapore	+740.9	**+3.0**

Table 3. Average freight levels and estimated per-barrel spread for a 250,000-barrel GPA cargo.

In other words, where Korea–Singapore stands at approximately $753k, the 75%-adjusted Korea–USWC and Korea–USGC levels are $1,494k and $2,086k respectively—two to three times the Korea–Singapore rate. Applying the GPA volume of 250,000 barrels, the USGC and USWC voyages are more expensive by $5.3/bbl and $3.0/bbl respectively.

4. Panama Canal Cost Considerations

Finally, in assessing freight for USGC, the principal U.S. export region, Panama Canal transit costs cannot be ignored.

Item	Formula	Amount
Fixed Fee	Super vessel category	$100,000
Capacity Tariff	26,000 PC/UMS × $5.25	$136,500
Fixed Fresh Water Surcharge	Based on LOA > 125 ft	$10,000
Total Transit Tolls		**$246,500**
Range by PC/UMS tonnage (25,000–28,000 PC/UMS)		approx. $240,000–$257,000

Note that the Legislature has taken steps to ensure that any protected personal identifying information has been redacted or excluded in whole or in part in order to protect the privacy of any individual(s) whose information has been included as part of this transmittal.

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Table 4. Estimated Panama Canal transit cost for an MR tanker loading at USGC.

USGC therefore carries additional freight of at least $1/bbl.

The transit tolls above ($240,000–$257,000) are based on official ACP tariff rates. Separately, a slot auction premium applies for transit priority. During 2026, a surge in re-routed volumes arising from the Strait of Hormuz crisis coincided with El Niño-driven drought (reduced Gatun Lake water levels), and this slot premium has been reported to have risen from around $135,000 under normal conditions to as much as $4.6M–$5.3M—meaning actual committed voyage costs carry a structural risk of running well above the base tolls shown above.

5. Indicative Delivered Cost Comparison

Taking all of the above into account, the following indicative price table can be constructed as a minimum.

	Index	FRT	Otehrs	Sum	Korea minus USWC	Korea minus USGC
Korea to Guam	$105.02	$3.01	$0.00	**$108.03**	($11.61)	($6.06)
USWC to Guam	$113.67	$5.98	$0.00	$119.65		
USGC to Guam	$102.75	$8.34	**$3.00**	$114.09		

per BBL

Table 5. Indicative minimum delivered-cost comparison, per barrel.

6. Conclusion

The conclusions in the table above are highly theoretical and represent a minimum calculation. Once the ULSD production capacity and export capability of USWC and USGC, actual export operations (including demurrage), and, in particular, Panama Canal congestion and the cost of securing transit slots are taken into account, the Korea–Guam voyage demonstrates an overwhelming comparative advantage. Note that the analysis to determine whether there is a shipment quantity or volume at which the higher shipping costs are offset is still ongoing.

Additionally, this analysis considers only the economic feasibility of the alternative supply source. Other factors should also be considered, including product availability in the event of a disruption in the Asia region, as recently seen with the Iran conflict, as well as the fact that portions of the current supply are transported on Chinese vessels, which may present a concern given the current geopolitical climate.

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Local Fuel Supplier Feedback

Following the completion of this analysis, GPA sought feedback from local fuel suppliers regarding the feasibility of U.S.-supplied ULSD, with some suppliers provided a copy of the analysis for review. While suppliers preferred not to provide formal company positions, they were willing to share their general perspectives, which were largely consistent with the findings of this analysis.

Suppliers generally agreed that U.S.-supplied ULSD is unlikely to be economically competitive with existing Asian sources, including Singapore, South Korea, and Japan. Although U.S. commodity benchmark prices may occasionally be lower, any potential savings would likely be offset by higher transportation costs, longer transit times, limited backhaul opportunities, Panama Canal costs for Gulf Coast shipments, and increased exposure to shipping delays and demurrage.

However, suppliers also noted that these cost comparisons remain largely theoretical and should be validated through firm, delivered-to-Guam quotations from U.S. suppliers and vessel operators.

Despite the economic disadvantages, suppliers acknowledged that U.S. sourcing could provide value as an alternative or emergency supply option during disruptions to Asian markets. Accordingly, GPA could consider allowing qualified U.S. suppliers to participate in future ULSD Bulk Supply Contract solicitations or establishing contingency supply arrangements to improve fuel supply security, recognizing that such arrangements would likely involve additional premiums or alternative pricing structures.

Overall, the supplier feedback supports maintaining Asian sources as GPA's primary ULSD supply while considering U.S. sourcing as a potential contingency option rather than a replacement for existing supply arrangements.

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RESOLUTION NO. FY2027-07

Questions & Answers

1. Can you confirm whether our current vendor is a broker rather than the actual fuel supplier? If so, who supplies our ULSD?

Hyundai Corporation serves as the trading company responsible for arranging and supplying ULSD to GPA under the current contract. It is not the refinery that produces the fuel. The ULSD has generally been sourced from Hyundai Oilbank; however, GS Caltex is also being utilized as an alternative refinery source under the current market conditions.

2. Do we know the fee Hyundai Corporation charges for its services?

No separate brokerage or service fee was disclosed. Hyundai's bid premium incorporates its internal costs, including freight, logistics, financing, administrative expenses, risk, and other costs associated with delivering the fuel to Guam. A detailed breakdown was neither required nor requested during the competitive bidding process, as the bids were evaluated based on the total delivered-price structure.

3. If GPA does not extend the contract and instead issues a new solicitation, could we obtain a better price? Can fuel producers participate directly?

There is no assurance that a new solicitation would result in a lower price. Based on current market conditions, including geopolitical uncertainty, increased freight costs, and supply risks, Hyundai's present offer appears to remain the most advantageous option for GPA. If the requirement were solicited today, the pricing structure would likely change and could result in a higher total delivered cost.

Although refineries may technically participate if they meet the solicitation requirements, direct participation is considered unlikely. Refineries commonly market and export their products through designated trading companies or brokers that manage shipping, financing, documentation, and delivery. This arrangement is also common in the Singapore petroleum market.

4. Can GPA obtain a price reduction from Hyundai in exchange for extending the contract for two years?

GPA has already requested that Hyundai reconsider and reduce its proposed premium. Hyundai advised that it is able to lower the current offer from $8.58 to $8.43 of **MOPS plus $8.43 per barrel** due to prevailing market, freight, and geopolitical conditions. Hyundai, however, cannot guarantee the fixed premium price for the 2nd one-year option period.

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Thus, GPA only recommends approval of the first one-year option period at $8.43 per barrel.

5. Has GPA considered a one-year extension instead of two years?

GPA recommends a one-year extension at this time to provide greater price and supply stability. Compared with the other bids received during the previous solicitation, Hyundai's proposed premium of **$8.43 per barrel** remains lowest. It is also important to note that the previous solicitation occurred before the current geopolitical tensions and related market disruptions. Based on these considerations, the proposed two-year extension appears to offer GPA the best available combination of pricing, supply security, and contractual stability.

6. Does the existing contract authorize a two-year extension?

The contract authorizes two one-year extension options subject to mutual agreement by GPA and Hyundai, subject to CCU, PUC, and Procurement approvals. This resolution addresses only the first one-year option. The second one-year option would have to be negotiated and requires future approval from CCU & PUC. Upon approval, this initial one-year extension and revised premium will be formalized through a written contract amendment.

7. What is the financial impact of increasing the premium from $8.08 to $8.43 per barrel?

The increase is $0.35 per barrel. Based on an estimated annual requirement of 2.3 million barrels, the additional cost is approximately $805,000 per year. This calculation applies only to the contract premium and excludes the underlying MOPS fuel price.

8. Does the $8.43 premium fix GPA's total fuel price for two years?

No. The $8.43 per barrel is the fixed supplier premium added to the applicable MOPS benchmark. The MOPS portion will continue to fluctuate with the regional fuel market.

10. How has Hyundai performed under the current contract?

Hyundai has generally maintained GPA's required fuel supply despite significant market and shipping disruptions. Any isolated quality or delivery issues have been addressed through testing, documentation, contractual remedies, and commercial adjustments, as applicable.

11. How will GPA ensure that fuel from Hyundai continues to meet the required specifications?

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Every cargo remains subject to the contract specifications, certificates of quality, independent inspection and testing, and GPA's established receiving and acceptance procedures. The extension will not reduce Hyundai's responsibility to deliver compliant fuel.

12. Can Hyundai change the refinery or country of origin without GPA's approval?

Any alternative refinery or origin should remain subject to GPA's prior approval. The product must comply with all contract specifications, and any different pricing or delivery terms must be mutually agreed upon before the cargo is accepted.

13. Why include an alternative-sourcing provision?

The provision gives Hyundai flexibility to secure ULSD from another GPA-approved origin if geopolitical events, refinery disruptions, vessel restrictions, or other supply conditions threaten normal deliveries. It improves supply security without waiving GPA's quality or approval requirements.

14. What protection does GPA have if Hyundai cannot deliver?

Hyundai will remain responsible for meeting the contract's delivery and quality requirements. GPA will retain the remedies available under the contract, including applicable damages, recovery of additional costs, and other actions for nonperformance. The staff attorney will confirm that these protections remain unchanged in the amendment.

15. What happens if market conditions improve during the extension period?

The MOPS component will continue to move with the market, allowing GPA to benefit from lower regional fuel prices. The $8.43 supplier premium will remain fixed during the one-year extension. If market conditions improve, GPA may negotiate and pursue the second optional one-year extension with Hyundai, provided that Hyundai offers a competitive and lower premium that is determined to be in GPA's best interest.

16. Is the projected 2.3 million barrels per year a guaranteed purchase quantity?

The 2.3 million barrels is GPA's estimated annual requirement for planning and cost evaluation. Actual purchases and nominations will remain subject to GPA's operational requirements and the quantity provisions and tolerances established in the contract. In our experience we can lower it down to a safe, operational volumes, just like last year FY2026 the original projection is 2.2 million barrels, due to huge jump on the MOPs GPA decided to cut down the quantity to the minimum safe operation level, with the help of proper dispatching and utilizing most efficient units to run in a daily basis.

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17. Why not issue a new solicitation now and allow more competition?

A new solicitation would require additional time and would not guarantee a lower delivered price. It could also expose GPA to current freight, geopolitical, financing, and supply risks. Extending the existing contract maintains continuity while providing GPA time to plan its next long-term procurement under more stable conditions.

18. How will this extension affect GPA's ratepayers?

The proposed increase adds approximately $0.35 per barrel to the supplier premium. Although this creates an additional cost, it provides a firm one-year supply arrangement and reduces exposure to potentially higher premiums, emergency purchases, and supply interruptions, which could have a greater financial impact on GPA and its ratepayers.

19. Has GPA confirmed that $8.43 per barrel is reasonable?

GPA evaluated Hyundai's proposals, the pricing received under the previous solicitation, current freight and market conditions, and the risks associated with conducting a new procurement. Based on this review, the fixed $8.43 premium provides the best available balance of cost, certainty, and supply reliability. The final determination will be documented in GPA's price-reasonableness and negotiation records.

20. Will sourcing of fuel from the US instead of Asia provide lower cost and more stable supply?

The difference in voyage distances between the nearest US port and Asia ports to Guam significantly impact the fuel shipping cost and security of fuel supply to GPA, as discussed in the attached preliminary white paper[1]. GPA continues to evaluate this issue, most especially before the next bulk fuel bid is issued.

[1] Feasibility of U.S.-Supplied Ultra-Low Sulphur Diesel Special (ULSDS). Guam Power Authority. October 2026.

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GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Issues for Decision

Resolution No. FY2027-08 Relative to Authorizing the Guam Power Authority to Procure Construction Services for the P-087 GWA Underground Conversion Project

What is the project's objective?
To place underground a portion of the P-087 distribution lines to reduce exposure to weather-related damage and improve the reliability of power to 8 active water wells (out of 26 total active and inactive wells). A recloser will be installed at the end of the underground line to keep the water wells on during storm.

Is it necessary and urgent?
Yes. This project will provide uninterrupted power to the wells, most especially through storms. Maintaining hard-to-access water wells consumes significant crew time. Upgrading these sites with underground power infrastructure will streamline operations, freeing up personnel to focus on other critical well locations.

How much will it cost?
$ 3,945,438.00 TOTAL PROJECT COST (est.)

$ 2,455,334.00	~62%	Funded by US DOE Grant for Construction *GPA to contract for grant-funded construction work (dig trench, install conduits, handholes, manholes, transformer pads, service conversions, and switch).*
$ 1,490,104.00	~38%	GPA Cost Match *GPA to provide equipment, materials, and labor (force acct), consisting of installing transformers, primary lines, secondary lines, recloser, and all connections.*

When will it be completed?
580 days after NTP

What is its funding source?
Grant and Force Account

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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. FY2027-08

RELATIVE TO AUTHORIZING THE GUAM POWER AUTHORITY (GPA) TO PROCURE CONSTRUCTION SERVICES FOR THE P-087 GWA UNDERGROUND CONVERSION PROJECT.

WHEREAS, the Guam Power Authority (GPA) was awarded $2,455,334.00 from the U.S. Department of Energy (DOE) under Award No. DE-GD0000053, Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes, authorized by Section 40101(d) of the Infrastructure Investment and Jobs Act of 2021; and

WHEREAS, the primary goal of the Preventing Outages and Enhancing the Resilience of the Electric Grid Grants program is to strengthen, modernize, and harden the nation's power grid against disruptive events; and

WHEREAS, Guam is regularly exposed to typhoons and tropical storms, and the island's overhead electrical system is especially vulnerable to damage from high winds, flying debris, and falling vegetation; and

WHEREAS, above-ground power lines are among the leading causes of major weather-related power outages because they are directly exposed to disruptive weather events; and

WHEREAS, critical infrastructure, such as water wells and booster pump stations, depends on a continuous supply of electricity, and when power lines are downed the resulting loss of water service affects household sanitation, firefighting capability, healthcare facilities, and the overall health and safety of the community; and

WHEREAS, Feeder P-087, located in Dededo, serves 26 water wells, 4 of which are inactive but could potentially be recommissioned by GWA that supply potable water to

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residents, businesses, and essential facilities in Dededo and surrounding villages, making the reliability of this feeder a matter of public health and safety; and

WHEREAS, through this grant award, DOE approved GPA's request to place underground a portion of Feeder P-087, including 8 water well locations, subject to DOE's environmental review and notification requirements; and

WHEREAS, undergrounding a portion of Feeder P-087 will reduce its exposure to weather-related damage, improve the reliability of power to the water wells and pump stations it serves, and help ensure the continued delivery of water to residents of Dededo and surrounding communities; and

WHEREAS, the award requires a non-federal cost match, and GPA has committed $1,490,104.00 from revenue funds to complete the total cost of the portion of Feeder P-087 to be undergrounded, bringing the total project cost to $3,945,438.00; and

WHEREAS, under the Contract Review Protocol of the Public Utilities Commission (PUC) GPA must obtain prior approval by the PUC before beginning the procurement process of new contracts funded by GPA exceeding $1,500,000.

NOW, THEREFORE BE IT RESOLVED, **by the Consolidated Commission on Utilities, the governing body of the Guam Power Authority and subject to the review and approval of the Public Utilities Commission as follows**;

1. Upon careful review of the attached documents, the Consolidated Commission on Utilities authorizes the GPA General Manager to procure the services for the P-087 GWA Underground Conversion Project.
2. The GPA General Manager is authorized to petition the Guam PUC for the review and approval of the bid documents for the P-087 GWA Underground Conversion Project

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

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DULY AND REGULARLY ADOPTED, this 27th day of October, 2026.

Certified by:	Attested by:
_____	_____
FRANCIS E. SANTOS Chairperson	**MELVIN F. DUENAS** Secretary

I, **Melvin F. 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 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: _____

ABSTAIN: _____

ABSENT: _____

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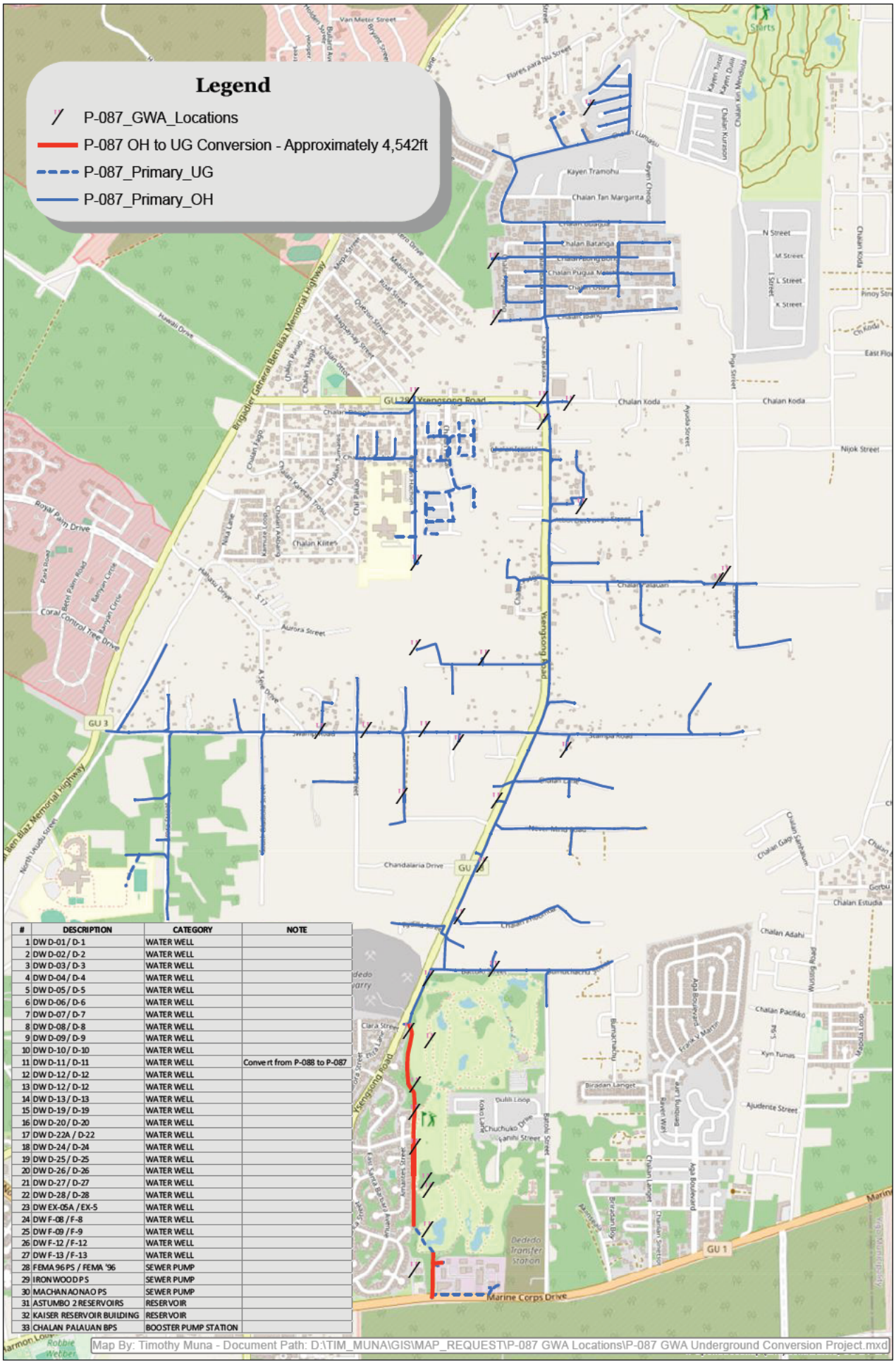
P-087 GWA Underground Conversion Project



#	DESCRIPTION	CATEGORY	NOTE
1	DW D-01 / D-1	WATER WELL	
2	DW D-02 / D-2	WATER WELL	
3	DW D-03 / D-3	WATER WELL	
4	DW D-04 / D-4	WATER WELL	
5	DW D-05 / D-5	WATER WELL	
6	DW D-06 / D-6	WATER WELL	
7	DW D-07 / D-7	WATER WELL	
8	DW D-08 / D-8	WATER WELL	
9	DW D-09 / D-9	WATER WELL	
10	DW D-10 / D-10	WATER WELL	
11	DW D-11 / D-11	WATER WELL	Convert from P-088 to P-087
12	DW D-12 / D-12	WATER WELL	
13	DW D-12 / D-12	WATER WELL	
14	DW D-13 / D-13	WATER WELL	
15	DW D-19 / D-19	WATER WELL	
16	DW D-20 / D-20	WATER WELL	
17	DW D-22A / D-22	WATER WELL	
18	DW D-24 / D-24	WATER WELL	
19	DW D-25 / D-25	WATER WELL	
20	DW D-26 / D-26	WATER WELL	
21	DW D-27 / D-27	WATER WELL	
22	DW D-28 / D-28	WATER WELL	
23	DW EX-05A / EX-5	WATER WELL	
24	DW F-08 / F-8	WATER WELL	
25	DW F-09 / F-9	WATER WELL	
26	DW F-12 / F-12	WATER WELL	
27	DW F-13 / F-13	WATER WELL	
28	FEMA 96 PS / FEMA '96	SEWER PUMP	
29	IRONWOOD PS	SEWER PUMP	
30	MACHANAONAO PS	SEWER PUMP	
31	ASTUMBO 2 RESERVOIRS	RESERVOIR	
32	KAISER RESERVOIR BUILDING	RESERVOIR	
33	CHALAN PALAUAN BPS	BOOSTER PUMP STATION	

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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) 300-6848 Fax No. (671) 648-3290

October 15, 2026

Commissioners
Consolidated Commission on Utilities

RE: Written Recommendation to Discuss GWA Litigation Matters in Executive Session during CCU Regular Meeting on October 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 October 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/am