

REQUEST FOR PROPOSAL (RFP)
for
**Public-Private Partnership to Finance, Design, Build,
Operate and Maintain Roof-Top Mounted Photo-Voltaic
Systems**



GUMA Trankilidat Compound
Tumon, Guam

Issued By: Guam Housing and Renewal Authority
Contact Name: Mr. Ray S. Topasna, Director
RFP Issued: October 30, 2020
Submission Deadline:

RFP #10-30-2020



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References, Acronyms, and Glossary

AC	Alternating Current
DC	Direct Current
GHURA	Guam Housing Urban and Renewal Authority
GHURA A/E Manager	Sonny Perez, PE
GHURA Director	Ray S. Topasna
kWh	Killowatts per hour
POC	Points of Contact
PPA	Power Purchase Agreement
PTC	Power Test Condition
PV	Photovoltaic
RFI	Request for Information
SOW	Scope of Work

1.0 GENERAL DESCRIPTION

GUMA Trankilidat is located at 145 Guam Trankilidat in Tumon. This facility compound consists of 50 dwellings for Guam's elderly population qualified and managed by the Guam Housing and Urban Renewal Authority (GHURA). There are two (2) other support buildings in this compound for a total of 52 facility structures.

GHURA's mission statement is "Strengthening Families and Building Communities One Project At A Time." This project focuses on providing Guam's elders domiciled in this community with the best of care, safety, and amenities to promote their health and well-being. This project is a renewable energy project aimed at providing GUMA Trankilidat with photovoltaics and battery storage to each dwelling and support facility. The delivery of this project will be through a **Power Purchase Agreement** with a defined and expandable period or term that encompasses the design, installation, warranty, maintenance, and technical support to GHURA for the selection and procurement of qualified organizations or interested parties hereinafter referred to as "Respondent(s)."

All Respondents are required to comply with this solicitation's requirements, code compliance, governmental regulations, industry standards, and contractual obligations set forth by qualification, selection, negotiation, and binding agreement with GHURA. This solicitation is not an offer to contractually obligate any respondent based on this RFP's intent, commitment, or promise to acquire renewable energy products or services.

The successful Respondent shall be responsible to construct, maintain and operate all facets of the rooftop-mounted pv systems for the required output to GHURA. The scope of services include, but not be limited to, confirming solar generation sites, its applicability, sufficiency for use; obtaining all applicable government permits and approvals for all generating sites; and providing all labor, services and equipment necessary to design, install, construct, commission, monitor, operate, and maintain fully a operational solar rooftop-mounted photovoltaic system.

1.1 Purpose

The purpose of this solicitation is to qualify interested Respondents to provide renewable energy and battery storage at GUMA Trankilidat for each dwelling unit and support building.

Each dwelling unit and support building shall have its own renewable energy system inclusive of battery storage. These systems are not interconnected and are considered ad hoc by design format.

This is a request for competitive proposals to procure of electrical energy and other products generated from commercially proven photovoltaic (PV) generation providers. This solicitation seeks responses from technically and financially qualified independent power producers. Respondent(s) should assume no pre-feasibility evaluations were performed for an appropriately sized roof-mounted solar-photovoltaic system for the location and conditions offered. Each Respondent(s) is responsible for ascertaining relevant site conditions and making its own findings as to site conditions and appropriate system size. Respondents shall be solely responsible for verifying the suitability of any site (including access, permitting, and expected generation capacity) in preparing a proposal.

1.2 Technical Description of the Project

The solar production for each dwelling unit and building is limited by the usable surface area required to install photovoltaic panels. Respondents are required to provide an Energy Production Report (EPR) for each building unit described in this RFP. The EPR along with other submission requirements such as the equipment and components used at GUMA Trankilidat will be used as part of the evaluation process to determine the overall best-value for this project.

Technical Issues:

- DC output size of the photovoltaic (PV) modules
- AC or PTC output of the photovoltaic modules in kWh
- Expected AC power output of the PV system in its first year of installation
- Expected lifecycle power output in kWh DC
- Expected lifecycle power output in kWh AC
- Guaranteed minimum annual power output performance in kWh AC

Technical Matters of Interest:

- PV module manufacturer and type
- PV module technology
- PV module efficiency rating
- PV module DC watts
- PV module PTC watts
- Total PV module count
- Percent yearly solar power output degradation
- PV module warranty in years after formal test acceptance and commissioning
- Inverter make and model
- Inverter kilowatt rating
- Number of inverters used
- Inverter performance efficiency
- Inverter basic and extended warranty
- Battery storage make and model
- Battery storage basic and extended warranty
- Wind shear withstand capability in miles per hour
- Lightning protection scheme
- Electrical power conversion and transformation scheme and equipment platform requirements
- Equipment mounting scheme
- Underground or above ground DC or AC conduit installations
- PV module washing options
- Service options and maintenance during lifecycle of the PPA

Key Project Plans

The Respondent will submit an Operation, Maintenance, Service, and Monitoring Plan for the project. Respondent shall identify key risks that may impact the Project and propose mitigation strategies. A description of how the Respondent will interact with various applicable Government of Guam agencies is required. Additionally sample billing plans consistent with the Price Proposal is required for the duration of the contract term.

Operation and Maintenance Plan.

The Respondent will provide Operation and Maintenance (O&M) services for the full term of Solar Power Purchase Agreement. The cost of such services will be included in the Proposal price. Respondent shall describe the proposed O&M procedures for the System(s) and shall describe its experience providing such services for similar solar installations and shall provide information on the personnel performing the O&M service.

Monitoring Plan.

The Respondent will provide a plan for monitoring, diagnosing, and tracking the solar energy output of the photovoltaic system consistent with GHURA requirements. A minimum requirement for the data monitoring and access is a web-based monitoring and tracking system accessible to both the Respondent and GHURA. This system must include real-time or near real-time data on electricity generated by the system as an open and accessible source to researcher and Facilities Management.

Billing Plan

The Respondent shall submit a Billing Plan that covers the following:

- A method to document the solar photovoltaic system output
- An annual/monthly adjustment or true-up process to ensure accounting that is compliant to production guarantees
- A preferred method for the sharing of billing data and information such as online, email, or third party access.
- The monthly billing period should coincide with the local utility provider billing cycle and shall include the following:
 - Maximum solar generation output in kW (AC) during time of use periods
 - Total kWh (AC) generated by time of use period
 - Total kWh (AC) sold to the GHURA by time of use period price in \$/kWh for the month
 - Amount due for solar photovoltaic energy sold to GHURA within the billing period
 - Past due amounts
 - Total Bill

1.3 Project Phases

There are five phases of this project after a Respondent has been qualified, selected, and notified:

1. Programming phase with GHURA and stakeholders
2. Planning or Design phase
3. Execution or Installation phase
4. Testing and Commissioning
5. Project Completion and Acceptance Phase

1.4 Project Manager (PM)

Each Respondent must identify a PM to represent their respective organization or group. In order to meet the project objectives and goals, the PM should be a technically qualified individual that will coordinate efforts with GHURA's A/E Manager. The PM is required to prepare a project execution plan that encompasses control measures and procedures that demonstrate effective control and management of this project from start to completion. This includes providing realistic timelines for all stakeholders through GHURA's A/E Manager.

The PM shall be identified in your submission proposal to this RFP along with all pertinent points of contact (POC).

1.5 RFP Timeline

The described events listed below reflect major milestones in this RFP process. GHURA reserves the discretionary right to change the event based on schedule conflicts and will formally notify Respondents of such change(s) in a timely manner.

	Event	Timeframe
1	RFP Issuance	October 30, 2020
2	Pre-Proposal Conference via Zoom (required)	November 17, 2020
3	Request for Information (RFIs): Respondent Questions	December 4, 2020
4	RFI Responses: GHURA Answers	December 11, 2020
5	Submission of Proposals	December 18, 2020
6	Proposal Evaluations and Qualifications	Dec. 21, 2020 to Jan 8, 2021
7	Legislative Hearing for Contract Exemption (if required) **Note: Legislative hearings may be mandated for any extension of PPA beyond the contract period.	January 15 through February 2021

1.6 Site Information

The following picture identifies the building structures within the context of this RFP requiring PV Systems and Battery Storage. A site visit will be scheduled by GHURA's A/E Manager for all interested Respondents to this RFP.



1.7 Site Photographs





1.8 Evaluation Criteria

This RFP is based on a PPA contract format that is not typical of a Design-Bid-Build or a Design-Build contract delivery method. A PPA is considered a long-term financing agreement and is inherently complicated. GHURA reserves the right to extensive due diligence through the use of its legal counsel, financial analysts, and consulting engineers to help evaluate Respondent(s) offers to this RFP package. This is to avoid unexpected negative consequences associated with PPAs.

The evaluation criteria is weighted categorically by the following proposal submission features:

Criteria	Weight (%)
<p>A. Qualifications:</p> <ul style="list-style-type: none"> • Respondents must have at least three (3) to five (5) years of construction experience inclusive of PV system installation • Respondent’s team must have experience in PV engineering design including a Structural Engineer with experience in this region • Respondent(s) must preferably have their own installation crew. Subcontracted crews must be fully trained to ensure conformance with the Respondent’s construction methodology • Contractor’s must provide three (3) letters of recommendation and references • Each Respondent must disclose location of their principal management, engineering design team, and local office • Respondent(s) must demonstrate their financial viability to obtain bonds, procure material, and maintain payroll • Provide Project Management Plan and Performance Schedule 	<p>30%</p>
<p>B. Technical:</p> <p>Section 1.2 of this document describe the technical submission requirements. The Respondent’s submission will be evaluated based on best-value that address the technical issues and the technical matters of interest that will yield the most benefit for all stakeholders.</p>	<p>30%</p>

C. Financial:

- Terms of contractual agreement
- Penalty or compensation for performance failure
- Price structure at the end of the contract with GHURA paying 0% of the cost
- Price structure at the end of the contract with GHURA paying 50% of the cost
- Price structure at the end of the contract with GHURA paying 100% of the cost
- Expected average yearly performance during the lifecycle of the contract
- Expected mean yearly performance degradation during the lifecycle of the contract
- Assumed PPA price per kWh of electrical energy
- Initial cost of PPA
- PPA yearly escalation cost as a percentage of the initial energy rate
- Net present value over 25 years
- Proposed cost reduction measures
- Net present value of reduction measures
- Annual inflation rate
- Projected annual electricity cost escalation
- First year avoided energy cost savings
- Total lifecycle energy saved in kWh
- Total lifecycle energy PPA payment
- Cost of PPA buyout at the end of the lifecycle
- PPA expenses
- Total project completion time in months
- Stakeholder training
- Insurance rating

40%

1.9 Additional Project Information

A sample agreement is contained herein that describes the overall terms and conditions of a PPA arrangement with GHURA. The agreement is not indicative of a final draft document that must go through legal due diligence and GHURA review subject to all Respondent(s) proposal submission. Respondent(s) are expected to include in their submissions the following:

- Valid Business License
- Valid Contractor's License
- Valid Certifications
- Valid Insurance requirements (included in Attachment B and C)

All regulatory requirements must be adhered to at the appropriate project phase and as mandated by GHURA.

The Appendix section of this document contains additional procurement and project requirements.

2.0 SCOPE OF WORK (SOW)

There is a design integration aspect of this project that requires the installation of the PV System and battery storage to interconnect with the service grid. The decisions to proceed beyond the qualification phase with a confirmed PPA must be made at the commencement of the construction design documentation phase.

The progress milestones for this project will be included in the performance of work activities outlined by the Respondent(s) and in a construction schedule.

To reiterate the purpose for this project with respect to the SOW, Respondent(s) are expected to provide solar cogeneration and battery storage to the facility structures at GUMA Trankilidat using a PPA delivery method in compliance with all code requirements, safety guidelines, government regulations, and industry best-practices.

2.1 Site Evaluation and Feasibility Study

Engineering and technical support time may require two (2) to four (4) weeks to complete. The feasibility report inclusive of an EPR incorporates projected solar power production per building and econometrics associated with this project. This evaluation provided counts of all essential components such as PV modules, inverters, battery storage, support structures, and appurtenances. In this phase, the teaming engineers should assist all stakeholders. Conduct an energy audit.

2.2 Design Documentation

Based on the results of the feasibility study, the PV design phase is initiated with the engineering team. Detailed design documentation and construction specification is developed that will enable the PV systems integrators to provide costing based on a unified set of documents. The approximate time required to complete the engineering design ranges between six (6) to eight (8) weeks.

Drawing Roster:

In order to distinguish PV electrical plans from solar structural plans, drawing sheets outlined below are assigned prefix letter of ES-XX and S-XX. Designers may choose their preferred drawing designations.

- ES-1.0 — Title Sheet
- ES-2.0 — Site Plan
- ES-3.0 — Electrical Single Line Diagram
- ES-4.0 — PV Array Layout
- ES-5.0 — PV Power System Feeder Schedule
- ES-6.0 — PV Grounding Plan
- ES-7.0 — PV System Equipment Specification
- ES-8.0 — System Equipment Safety Plate Designation

- SS-1.0 through X.0 — Structural plans (provided by PV support structures manufacturers)

PV module system, structural installation plans, construction details, and calculations must also be included.

2.3 Performance

Respondent are expected to provide performance guarantees as well as projected annual power generation.

2.4 Construction Shop Drawings

Selected Respondent must submit construction shop drawings prior to the commencement of the installation phase. This includes all structural elements in conformance with design specifications and plans.

2.5 Installation of PV System

Selected Respondent will provide GHURA with performance of work activities that must be reviewed, commented, and accepted prior to the installation phase.

2.6 System Test and Commissioning

A PV system test is an ongoing process that must be conducted during the period of PV power system integration. This is a critical phase for the systems integrator and must be carefully monitored by the PM.

2.7 Final Test and Acceptance

GHURA's A/E Manager along with final concurrence from the Director of GHURA and stakeholder input shall accept the project after as successful system test and commissioning.

3.0 RESPONSE TO RFP

Interested Respondent(s) must adhere to the RFP deadlines and submission requirements contained herein or otherwise stipulated by GHURA.

3.1 Prior to Submission

Respondents may obtain additional information as follows:

- **RFP Questions.** Questions about this RFP shall be submitted to the e-mail address on the cover of this RFP with a subject line that reads: "GHURA Solar RFP Questions." All questions must be received by [Date] to guarantee a response. Questions will be promptly answered via email.
- **On-Line Meeting.** [A Zoom/Google Meets will be held on the day indicated in Section 1.5 to review visual data and site characteristics. Respondents are requested to indicate their interest in attending the online meeting with the contact listed above via email. Attendance is not required for a Respondent's proposal to be considered valid, but attendance is encouraged and questions will be answered during the session].
- **Site Visits.** [Given the location of buildings across the GHURA portfolio, an in-person site walk for potential locations is being planned.] [Information for site visits.]

3.2 Proposal Submittal Date, Format, and Method

Full responses to this RFP must be received no later than **[December 18, 2020 at 2pm]**. **All Respondents are encourage to read all parts of this RFP. Required forms for submission and associated instructions are located in the Appendices Section. Incomplete proposals will be subject to disqualification.**

- **Original and Copies.** Respondents must submit one (1) signed original and five (3) identical copies. Each submittal must be bound appropriately (3-ring binder, etc.) with a Table of Contents and Tabs. Please use recycled paper and use double-sided printing if possible.
- **Electronic submission.** In addition to the printed copies of the proposal, Respondents shall submit one (1) copy on USB flash drive in PDF format. Brochures and collateral materials may also be submitted as PDF files. No electronic submittals other than the USB flash drive with the original and hard copies will be accepted.
- **RFP Submittal Costs.** GHURA is not liable for any preparation costs incurred by responding to this RFP. Respondent is responsible for all costs associated with directly or indirectly related, including site visits, orientation training, and personnel utilized in complying with this RFP.
- Proposals are requested to be deposited at the designated location for receipt of proposals on or before the Proposal Deadline. **PROPOSALS RECEIVED AFTER THE PROPOSAL ***DUE DATE AND TIME*** WILL NOT BE ACCEPTED.**
- The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms, and conditions of the RFP unless specific exceptions are taken

and alternative language or provisions are offered. Acceptance of any change is at the discretion of GHURA. The Proposal shall be dated and signed by an Officer or employee authorized to legally bind the submitting Respondent. Failure to sign the Proposal will cause the Proposal to be rejected. Proposals shall be complete and submitted in the prescribed format or on forms provided.

Proposals must be delivered to:

Guam Housing and Urban Renewal Authority
Attention: Mr. Ray S. Topasna, Director
117 Bien Venida Avenue Sinajana, Guam 96910
(671) 477 - 9851

All Respondents are highly encouraged to deliver their respective proposals directly to the above location to insure meeting the deadline. All official notifications and communications will be made via email.

All costs associated with responding to this RFP will be borne by the Respondent.

* Priced proposals shall only be requested, accepted, opened, and considered ***AFTER*** technical evaluations are ***COMPLETED, AND ONLY*** from the Respondent determined as the best qualified, most responsive and responsible.

3.2.1 Alternative Technical Proposal Considerations

Respondents may propose alternative items as part their submittal package. These items are not required and shall be clearly listed as optional. If an alternative is proposed, that item must meet or exceed the specified performance level or industry standard level of performance even if not explicitly specified within this Scope of Work. Optional items for consideration include but are not limited to:

- Project scope and delivery schedules in conformance to existing conditions
- Product pricing schemes

3.3 RFP Terms and Conditions

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Respondent.

Information received from responses to this RFP will be used in the evaluation of potential solar energy project developers. GHURA reserves the right, implied or otherwise, to discontinue or modify the RFP process at its discretion and makes no commitments that this process will result in a business transaction or negotiation with one or more Respondents.

GHURA will not compensate any Respondent(s) for any information herein requested nor be held liable for any costs incurred by any Respondent(s).

Based on Respondent submissions, meetings may be scheduled between Respondent and GHURA in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with responsible Respondent(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed development agreement.

Additional RFP Terms and Conditions are located in the Appendices.

4.0 PROPOSAL FORMAT

Interested parties or Respondent(s) to this RFP should organize its proposal according to the evaluation format with four (4) broad documentation categories: Qualifications, Technical, Financial, and Administrative. There are sections of this proposal that does not contain page limits.

SECTION	DESCRIPTION	PAGE LIMIT	✓
A. Coverpage	<ul style="list-style-type: none"> • Entity name • Address • Point of Contact • RFP Title and Number 		
B. Table of Contents	Sections of the categorical requirements		

<p>C. Qualifications</p>	<ul style="list-style-type: none"> • Executive Summary: Brief description of the organization, capabilities, systems that will be used for the project, teaming arrangements (if any), organizational background and experience in providing PV in this region, and length of existence in this market. • Identification of key personnel that will be part of this project • Identification of a Project Manager • Summarized Project Management Plan • Tentative Schedule of Performance • Three (3) to Five (5) highlighted projects both PV and construction during the past three (3) to five (5) years of existence. Include a brief project description, photos, systems used, and rough order of magnitude • Three (3) Letters of Recommendations • Brief description of any bankruptcies or legal proceedings against the Respondent or its planned sub-contractors or partners with relation to solar projects in the past three (3) years. • Description of any additional community and/or tenant benefits that may be incorporated with the deployment of solar projects including, but not limited to, local hiring, resident engagement, and/or workforce development. • Dun & Bradstreet report, audited financial statements, or similar information summarizing the financial standing of Respondent. 	<ul style="list-style-type: none"> • 2 pages • Table • Narrative or Table • Gantt • 3 to 5 pages • 3 pages 	
<p>D. Technical Approach</p>	<ul style="list-style-type: none"> • Narrative describing your technical approach for this project that includes discussion of the technical issues and technical matters of interests in Section 1.2 of this document. Provide submittal references. 	<p>10 pages</p>	
<p>F. Financial Approach</p>	<ul style="list-style-type: none"> • Present your Pro-Forma Power Purchase Agreement and describe the elements indicated in Section 1.7: Financial of this document 		

G. Administrative	<ul style="list-style-type: none">• Valid Business License• Valid Contractor's License• Valid Certifications• Valid Insurance requirements (included in Attachment B and C)• Notarized Affidavits• SF330s for all engineering team members• Equipment Submittals and Warranty information		
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Appendices

General Terms and Conditions

1. **GENERAL INTENTION.** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Respondent to provide GHURA with specified Services.
2. **AUTHORITY.** This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124) and the GHURA's Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faiths.
3. **EXPLANATION TO RESPONDENTS.** No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to GHURA's Procurement Office for interpretation. Respondents should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Respondents and its receipt by the Respondent must be acknowledged.
4. **REQUESTS FOR PROPOSALS.** The Respondent is required to read each and every page of the Request for Proposals (RFP) and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for claim or for the withdrawal of an RFP after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of the Respondent. Proposals containing any conditions, omissions, unexplained erasure or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by the GHURA as being incomplete.
5. **REQUEST FOR PROPOSAL FORMS.** A non-refundable fee of \$50.00 (U.S.) will be charged for each proposal package. All payments shall be by cash, certified check or money order and shall be made to the Guam Housing and Urban Renewal Authority.
6. **PROPOSAL ENVELOPE.** Proposal envelope shall be sealed and marked with the Respondent's name and Request for Proposal Number.
7. **FORM OF PROPOSAL.** All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or is being performed. At a minimum, if the Respondent is an individual, the proposal should include a complete resume of the individual. If the Respondent is a firm, the proposal should include a resume of the firm's principal(s). The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with GHURA, the Government of Guam or any of its Agencies or Instrumentalities.
8. **OPENING OF PROPOSALS.** Proposals shall not be opened publicly. Proposals shall be opened in the presence of two or more procurement or appointed evaluation officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Respondent, the number of modification received, if any, and a description sufficient

to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

9. **AMENDMENTS TO REQUEST FOR PROPOSALS.** The right is reserved as the interest of GHURA may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the Request for Proposal it amends. Amendments shall be sent to all prospective Respondents known to have received a Request for Proposal. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by telegram or telephone and confirmed in the amendment.
10. **MODIFICATION OR WITHDRAWAL OF PROPOSALS.** Proposals may be modified or withdrawn at anytime prior to the conclusion of discussion. After the receipt and opening of proposals and its option, GHURA may conduct discussions with responsible Respondents who have submitted proposals reasonably considered to be selected for the award with the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on your most favorable terms. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing Respondents. Proposals may be withdrawn on written request received from the Respondent prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
11. **REJECTION.** GHURA shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in GHURA's best interest.
12. **DETERMINATION OF RESPONSIBILITY OF RESPONDENTS.** GHURA reserves the right in securing from the Respondent information necessary to determine whether or not they are responsible, and to determine their responsibility in accordance with the "Standard for Determination of the most Qualified Respondent" section of the General Terms and Conditions.
13. **PRE-PROPOSAL CONFERENCES.** Pre-proposal conferences will be permitted anytime prior to the date established herein for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The Authority will notify all Respondents of any substantive clarification provided in response to any inquiry. The Authority will extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.
14. **PRE-SELECTION INTERVIEWS.** GHURA also reserves the right to conduct pre-selection conferences or interviews, and/or attend presentations by Respondents. GHURA management shall notify all Respondents if conferences, interviews, or presentations are necessary. In conducting conferences, interviews, or presentations, there shall be no disclosure of any information derived from proposals submitted by competing Respondents. Respondents shall be accorded fair and equal treatment with respect to any opportunity for conferences, interviews, or presentations.

15. **QUALIFICATION.** GHURA requires respondents to present satisfactory evidence that they have sufficient experience and are fully qualified.
16. **COMPETENCY OF RESPONDENTS.** Proposals will be considered only from such Respondents who, in the opinion of GHURA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
17. **METHOD OF AWARD.** GHURA intends to review the Request for Proposals upon receipt. The proposal submitted will be the primary document for evaluation. GHURA reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of GHURA to award proposals to offers duly authorized and licensed to conduct business in Guam.
18. **SELECTION OF BEST QUALIFIED RESPONDENT.** After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Modification/Alteration". GHURA will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.
19. **NEGOTIATION AND AWARD OF CONTRACT.** GHURA shall negotiate a contract with the best-qualified Respondent for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Respondent has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) determining that the Respondent will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.
20. **SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED RESPONDENT.** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Respondent, the contract will be awarded to the Respondent.
21. **FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED RESPONDENT.** If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Respondent, a written record stating the reasons therefore shall be placed in the file and GHURA will advise such Respondent of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified Respondent, GHURA will enter into negotiations with the next most qualified Respondent. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified Respondent.
22. **NOTICE OF AWARD.** GHURA will notify all Respondents the status of the RPF and intend to award. Written notice of award will be public information and made a part of the contract file.
23. **FAILURE TO NEGOTIATE CONTRACT WITH RespondentS INITIALLY SELECTED AS BEST QUALIFIED.** Should GHURA be unable to negotiate a contract with any of the Respondents initially selected as the best qualified Respondents, offers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.
24. **INDEPENDENT CONTRACTOR:** Contractor shall operate its business as an independent contractor and shall discharge all of its duties as such. No act performed or representation

made, whether oral or written by Contractor with respect to third parties shall be binding on GHURA.

25. **INDEMNITY:** Contractor agrees to indemnify and hold harmless GHURA and its officers and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of Contractor's duties under this agreement resulting from Contractor's negligence, save and except those caused by the negligence on the part of GHURA.
26. **EMPLOYMENT RESTRICTION:** If a contract for services is awarded to the bidder or Respondent, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore define, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on GHURA property, with the exception of public highways. If any employee of a service provider is providing services on GHURA property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify GHURA of the Conviction, within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on GHURA property. If the service provider is found to be in violation of any of the provisions of this paragraph, then GHURA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from GHURA, and the service provider shall notify GHURA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from GHURA, then GHURA in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
27. **GENERAL INTENTION.** It is the declared and acknowledged intention and meaning that the Respondent provides GHURA with materials, supplies, or equipment completely assembled, and ready for use.
28. **TAXES.** Respondents are cautioned that they are subject to all relevant Guam taxes. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.
29. **EQUAL EMPLOYMENT OPPORTUNITY.** GHURA is an equal opportunity employer and provider. All Respondents agree to comply with the GHURA's EEO Policy, which includes not discriminating against any employee or applicant for employment because of race, creed, color or national origin. The Respondent will take affirmative action to secure that applicants are employed and that employees are treated equally during employment without regards to their race, creed, color or national origin.
30. **ASSIGNMENT.** Assignment will not be accepted without prior written approval from GHURA.
31. **AUDIT BY PUBLIC AUDITOR.** The Guam Office of the Public Auditor shall have the right to examine and copy any records, data, or papers relevant to any agreement entered into by and between GHURA and any successful Respondent for a period of three (3) years from the date of the final payment under such agreement or contract.
32. **OWNERSHIP RIGHTS.** All documents and other incidental work or materials furnished hereunder shall be and remain the sole property of the GHURA, including all publication rights, copyright interests and other intellectual property. Respondent shall not sell or utilize in any way the work done by Respondent for services under this RFP to those outside of the GHURA without the expressed, written consent of GHURA.

33. **SCOPE OF WORK MODIFICATIONS.** GHURA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the firms/teams regarding their submittal.
34. **NON – DISCRIMINATION.** Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of GHURA contracts.
35. **TRADE SECRETS AND PROPRIETARY DATA.** Respondents may designate those portions of their proposals that contain trade secrets or proprietary data to be confidential.
36. **BIODEGRADABLE, REUSEABLE, RECYCLABLE MATERIALS:** 2 GAR Section 1102.2, Biodegradable, Reusable, Recyclable or Recycled Material or Any Combination: The Chief Procurement Officer, the Director of Public Works, or the head of the Purchasing Agency shall, whenever possible, procure products that are biodegradable, reusable, recyclable, or made of recycled material, or any of these in any combination. The cost (prior to any adjustments for local vendors) of appropriate biodegradable, reusable, recyclable, or recycled products may be as much as ten percent (10%) greater than the cost of the non-biodegradable, non-reusable, non-recyclable, or non-recycled products they are replacing.
37. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam. Reference Guam Code Annotated Section 5 GCA Chapter 5 Article 5008.

SPECIAL GENERAL PROVISIONS

1. **DECLARATION re COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION:** In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, each bidder certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by GHURA shall be paid in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to GHURA, including health and other similar benefits. (See Attachment **DECLARATION re COMPLIANCE WITH U.S. DEPARTMENT OF LABOR WAGE DETERMINATION FORM**)
2. **NON-COLLUSION AFFIDAVIT.** Each firm submitting proposals for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the Proposal, to the effect that they have not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. (See **Attachment of Non-Collusion Affidavit Form**)
3. **DISCLOSURE OF MAJOR SHAREHOLDERS.** As a condition of Respondent, any partnership, sole proprietorship or corporation doing business with GHURA shall submit an affidavit executed under oath that list the name and address of any person who holds more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the Respondent and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be

open and available to public inspection and copying. (See **Disclosure of Major Shareholders Form**)

4. **AFFIDAVIT re GRATUITIES, KICKBACKS AND FAVORS:** The bidder, Respondent or contractor represents that it will not violate the prohibition against gratuities and kickbacks and favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting (See **AFFIDAVIT re GRATUITIES, KICKBACKS AND FAVORS FORM**)
5. **AFFIDAVIT re ETHICAL STANDARDS:** The bidder, Respondent, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11. (See **AFFIDAVIT re ETHICAL STANDARDS FORM**)
6. **COVENANT AGAINST CONTINGENT FEES.** The Respondent warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give GHURA the right to terminate the Respondent, or in its discretion, to deduct from the contract price or consideration any amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by Respondent upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. (See **AFFIDAVIT re CONTINGENT FEES FORM**)

GHURA and AG Forms (Required)

- Affidavit Disclosing Ownership & Commission - AG Form 002
- Affidavit re Non-Collusion - AG Form 003
- Affidavit re No Gratuities or Kickbacks - AG Form 004
- Affidavit re Ethical Standards - AG Form 005
- Affidavit re Contingent Fees - AG Form 007
- Section 3 - Preference in Contracting GHURA Form – 008c
- Law to be observed – GHURA Form 09
- Additional Supplemental Conditions - Mandatory Compliance for Section 3 - GHURA Form 0012
- Form of Contract – GHURA Form 019

HUD Forms and Instructions

- Representations, Certifications, and Other Statements of Bidders– HUD Form 5369-a
- Supplemental General Conditions – HUD Form 5370
- Federal Labor Standards

Power Purchase Agreement - Sample

Guma Trankilidat GPA Load Report

Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Name of business _____
Address of business _____

Type of Business Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Other evidence

For the business entity as applicable:

- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholder and % of each
- Organization chart with names and titles and brief functional statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business

- List of subcontracted Section 3 business with corresponding certifications and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business

- List of all current full time employees
- PHA/IHA Residential lease (less than 3 years from day of employment)
- List of all employees claiming Section 3 status
- Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Corporate Seal

Authorizing Name and Signature

Attested By _____

Name _____

Law to be Observed

1. The Proposer is to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Arbitrator will in any way serve to modify the provision of the contract.

2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam other than a public highway;

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief will be in compliance:

Print Name:

Print Name:

Signature:

Signature:

Title: _____
Bidder/offeror, if the Bidder/offeror is an Individual
Partner, if the Bidder/offeror is a Partnership
Officer, if the Bidder/offeror is a Corporation

Title: _____
Bidder/offeror, if the Bidder/offeror is an Individual
Partner, if the Bidder/offeror is a Partnership
Officer, if the Bidder/offeror is a Corporation

Company Name: _____

Company Name: _____

Date: _____

Date: _____

Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Part 135 - Economic Opportunities for Low- and Very Low-Income Persons.

Purpose: The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to Housing Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Guam Housing and Urban Renewal Authority (GHURA) Residents and other low- and very low-income persons.

General Policy Statement: It is the declared policy of GHURA that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of GHURA properties and other qualified low- and very low-income persons residing on the island of Guam. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with GHURA. GHURA recognizes its obligation as well as the obligation of potential contractors, subcontractors, and vendors, to develop practical steps to achieve the goal of providing meaningful, full-time permanent employment opportunities, as well as business opportunities to GHURA Residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or “best effort” steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of GHURA Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. GHURA’s Board of Commission, through official resolution, shall examine and consider a contractor/vendor’s success in providing employment and business opportunities to Authority Residents prior to acting on any proposed contract award.

Numerical Goals for Section 3 Compliance: Consistent with 24 CFR 85.36 (c)(2), Section 3 is a federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals. To that end, GHURA has adopted the following numerical goals for meeting the greatest extent feasible requirement to provide economic opportunities to Section 3 Residents and Section 3 Business Concerns in the procurement and awarding of modernization-funded construction and professional service contracts:

Numerical Goals for Section 3 Compliance

Areas of Focus (Applies to all contracts)	Numerical Goal
Contractor and Sub-contractor Hiring (full-time, part-time, temporary, seasonal) applies to construction and professional service contracts.	30%
Contract Awards (applies to construction contracts.	30%
ALL Other Contract Awards (i.e., services, supplies, professional services)	30%

Recipients and Contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

GHURA, in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal responsibility to its contractors, vendors, and suppliers to implement progressive efforts to also attain compliance. In doing so, GHURA shall evaluate contractors' compliance towards achieving the goals of Section 3 and ensure a system of leveling sanctions against contractor, vendor, or supplier for non-compliance and endeavor to take appropriate steps to ensure any such concern is not permitted to participate in future GHURA procurement activities.

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, GHURA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 Requirements. Such evidence shall be subject to the satisfaction of GHURA. Any contractor found to be in non-compliance with Section 3 shall be considered ineligible for award.

All contractors submitting bids/proposals to the GHURA shall be required to complete certifications, as appropriate, as acknowledgment of the Section 3 contracting and employment provisions as required by this section. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

- Certification for business concerns seeking Section 3 preference.
- Contractor certification of efforts to fully comply with employment and training provisions of Section 3.

Prior to the award of any contract the contractor shall enter into negotiations with GHURA for the purpose of incorporating into the contract a provision for a specific number of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward achieving not less than the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to GHURA prior to award of contract.

Definitions:

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any, unit of local government, public housing agency, Indian GHURA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in § 135.3(a)(1)).

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12699), and provide disadvantaged youth with opportunities of employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for “section 3 covered projects,” as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

Section 3 covered activity means any activity which is funded by section 3 covered assistance and Indian housing assistance.

Section 3 covered assistance means:

- (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act.

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project.

Section 3 covered project means the construction, reconstruction, conversion, rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section covered assistance, or arising in connection with a section 3 covered project.

Section 3 joint venture means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

- (1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- (2) Performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

Preference for Section 3 Business Concerns (Contracting). GHURA in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts towards awarding contracts to Section 3 business concerns in the following order of priority and expend greatest extent feasible efforts to achieve, at minimum, the numerical goals established in this section:

- **1st Priority - Category 1 Section 3 Businesses**
Business concerns that are 51% or more owned by residents of the housing development(s) for which work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **2nd Priority - Category 2 Section 3 Businesses**
Business concerns that are 51% or more owned by residents of outside development. GHURA Public Housing developments other than the development(s) where the work is performed or whose full-time permanent workforce includes 30% of these persons s employees.
- **3rd Priority - Category 3 Section 3 Businesses**
Business concerns that are designated HUD Youth build programs.
- **4th Priority - Category 4 Section 3 Businesses**
Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 businesses), or that subcontract in excess of 25% of the total amount of sub-contracts to Section 3 business concerns. *Under this category, the bidder must submit clear document and certifications for the qualification claimed.*

Preference for Section 3 Residents (Employment & Training) GHURA, in accordance with Section 3 of the Housing and Urban Development Act of 1968, requires contractors and sub-contractors (including professional service contracts) to direct their efforts toward providing training and employment opportunities to Section 3 residents in the following order of priority and expend greatest extent feasible efforts to achieve at minimum, the numerical goals established in this section:

- **1st Priority - Category 1 Section 3 Residents**
Residents of the development for which work is performed.
- **2nd Priority - Category 2 Section 3 Residents**
Residents of other Public Housing developments outside of the development(s) where the work is performed.
- **3rd Priority - Category 3 Section 3 Residents**
Residents of Guam who are participants in HUD Youthbuild programs.
- **4th Priority - Category 4 Section 3 Residents**
Other Section 3 Residents.

Certification Procedure. GHURA has its own program of self-certification for individuals and business concerns seeking recognition as a Section 3 resident or Section 3 business concern as defined in this Section 3 Program. GHURA's Resident & Community Services department is charged with administering GHURA's Section 3 certification program. Any individual or business concern seeking Section 3 preferences in the awarding of contracts or purchase agreements shall complete appropriate certification forms and provide adequate documentation as evidence of eligibility for preference under the Section 3 program. An individual or business concern may apply for certification as a Section 3 resident or Section 3 business concern either prior to bidding for Authority work or during the actual bidding process. Any business concern that submits certification for preference after receipt of bid will not be considered eligible for Section 3 preference in the evaluation of that specific bid award. Certifications for Section 3 preference for business concerns must be received by GHURA prior to the submission of bids or along with the bid. Certifications for eligibility as a Section 3 resident may be made at any time. Individuals or business concerns seeking to file for Section 3 preference shall contact:

- A resident seeking preference in training and employment shall certify that he/she is a Section 3 resident by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility.
- A business concern seeking preference in the awarding of a contract or purchase shall certify that the business concern is a Section 3 business by completing the appropriate certification form and attaching adequate proof of Section 3 eligibility as required.

Protest Procedure. GHURA desires to offer to concerned parties a procedure whereby complaints alleging non-compliance with the Section 3 Statute can receive prompt and equitable hearing and resolution. Protests surrounding GHURA's Section 3 program may be submitted in writing to the following person hereby designated as the Section 3 Coordinator:

All complaints of non-compliance with the Section 3 Statute shall conform with the following requirements:

- Complaints shall be filed in writing and shall contain the name, address, and phone number of the person filing the complaint, and a brief description of the alleged violation of the regulations.
- Complaints shall be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation as may be appropriate, will follow the filing of a complaint. The investigation will be conducted by GHURA's Section 3 Coordinator. These rules contemplate informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit testimony and/or evidence as may be available and relevant to the complaint.
- Written documentation as to the validity of the complaint and a description of the findings or resolution, if any, will be issued by the Section 3 Coordinator no later than thirty (30) days after the filing of a complaint.

In cases where concerned parties wish to have its complaint considered outside of GHURA, a complaint may be filed

with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C., 20410. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaints based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

The bidder represents and certifies as part of its bid/offer the following:

- Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
 1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

Efforts to award subcontractor to Section 3 concerns (check all that apply.)

- By contacting business assistance agencies, minority contractor's associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities
- By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought
- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and utilizing a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

Efforts to provide training and employment to section 3 residents

- By entering into a “first source” hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation

Title: _____

Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation

Company Name: _____

Company Name: _____

Date: _____

Date: _____

Subscribed and sworn to before me _____

This _____ day of _____, 20 ____.

My Commission expires _____, 20 ____

THIS AGREEMENT MADE THIS _____ day of _____ in the year _____ by and between _____, A Corporation, Partnership or Sole Proprietorship existing under the laws of the State of _____ Guam hereinafter called the "Contractor," and the Guam Housing and Urban Renewal Authority, herein called the "GHURA."

WITNESSETH, that the Contractor and GHURA for the consideration stated herein, mutually agree as follows:

ARTICLE I

Statement of Work. The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for the construction of Project No. GHURA-10-02-2020-AMPs 1,3 & 4, in strict accordance with "Specifications" for the ,which includes all items listed in the Table of Contents and Addenda thereto, Numbered and the drawings referred to herein, all as prepared by Architect, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE II

Contract Price. GHURA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications for completed work meeting the requirements of the Contract Documents, the sum of Four Hundred Two thousand Dollars and no cents _____ (\$ _____)

ARTICLE III

Contractor agrees that time is of the essence in the completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time.

ARTICLE IV

Contract Documents. The contract shall consist of the following component parts:

- (a) This Instrument
- (b) General Conditions
- (c) Special/supplemental Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) IFB # GHURA-10-02-2020-AMPs 1,3 & 4
- (g) Forms
- (h) Proposal
- (l) Schedule of Amounts for Contract Payments (3) original sets
- (j) Addendum

This instrument, together with the other documents enumerated in this ARTICLE IV, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of the preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in _____ three (3) _____ original counterparts as of the day and year first above written

Name: _____

Executed by: **Ray S. Topasna**
Executive Director for the Guam Housing Urban
Renewal Authority

Signature: _____

Signature: _____

Title: _____

Date: _____

Company Name: _____

Date: _____

Contractor's Certification

I, _____, certify that I am the _____
_____, of the Corporation named as Contractor
herein, _____ (Title)
and that _____, who signed the Contract on behalf of the Contractor, was
(Name of Signatory)
then the _____ of said Corporation; that said
Contract was duly signed for and in behalf of said Corporation by authority of its governing body,
and is within the scope of its corporate powers.
(Corporate Seal) _____
Signature of person affixing the Corporate Seal

Funds Certified By: _____
Controller

Date: _____

Grant No.	Project Number	Amount	

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **18 Months** (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this this contract within **see special conditions** calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than **10** days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 150.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000.00 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 500,000.00 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contractor or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SOLAR ENERGY POWER PURCHASE AGREEMENT

Between

And

TBD

_____ [], 20

Draft - Revisions are Pending

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EXHIBITS

- Exhibit A: Definitions and Rules of Interpretation
- Exhibit B: Facility Specifications
- Exhibit C: Performance Tests
- Exhibit D: Contract Price
- Exhibit E: Purchase Option Prices
- Exhibit F: Expected Annual Production
- Exhibit G: Required Insurance
- Exhibit H: Notices and Billing Information

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Solar Energy Project Power Purchase Agreement

This Solar Energy Project Power Purchase Agreement (this “**Agreement**”), dated as of TBD [], 20-- (the “**Execution Date**”), is entered into between. a Guam Corporation or its designated assignees (“**Seller**”), and TBD, a _____ limited liability company, or its designated affiliate (“**Buyer**”).

RECITALS

- A. Concurrently herewith, Buyer and Seller are entering that certain site lease agreement pursuant to which Seller agrees to lease a portion of Buyer’s premises more particularly described in the lease;
- B. Seller intends to install, finance, own and operate a solar energy facility, as more particularly defined herein, in [] Country, (within the Territory of Guam as mutually agreed by Buyer and Seller);
- C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the energy output generated by the facility during the term in accordance with the terms and conditions of this Agreement.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE ONE: GENERAL DEFINITIONS AND RULES OF INTERPRETATION

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in Exhibit A, unless the context clearly requires otherwise. The Rules of Interpretation set forth in Exhibit A shall apply to the interpretation of this Agreement.

ARTICLE TWO: TERM AND TERMINATION; MILESTONES

2.1 Binding Nature.

This Agreement shall be effective and binding as of the Execution Date only to the extent required to give full effect to, and enforce, the rights and obligations of the Parties under Articles One, Seven, Nine, Ten, Eleven and Twelve and Sections 2.1, 2.2, 13.1, 13.2, 13.4, 13.5, and 13.7 through 13.14. This Agreement shall be in full force and effect, enforceable and binding in all respects, upon occurrence of the Effective Date.

2.2 Conditions Precedent to Seller’s Obligations.

The following conditions (the “**Seller Conditions Precedent**”) must be satisfied or waived by Seller before Seller is obligated to construct and operate the Facility:

- a) Seller shall have obtained all Permits necessary for it to construct the Facility on terms acceptable to the Seller;
- b) Seller shall have obtained Site Control and all necessary agreements for the interconnection of the Facility to the Interconnecting Utility System on terms acceptable to the Seller; and
- c) Seller shall have obtained a financing commitment for the construction of the Facility

on terms solely acceptable to the Seller.

Seller shall use commercially reasonable efforts to achieve the satisfaction of the Seller Conditions Precedent by the Condition Precedent Deadline. At Seller's request and at Seller's cost and to the extent commercially reasonable, Buyer will reasonably cooperate with Seller as may be necessary in order to assist Seller in achieving the satisfaction of the Seller Conditions Precedent. Seller may terminate this Agreement if the Seller Conditions Precedent are not satisfied by the Condition Precedent Deadline. Termination of this Agreement pursuant to this Section 2.2 shall not trigger the default provisions contained herein or any liability under this Agreement. The Parties may mutually agree to extend the Condition Precedent Deadline.

2.3 Term.

Seller's obligation to deliver Output, and Buyer's obligation to accept and pay for Output, under this Agreement shall commence on the Initial Operation Date and shall continue for a period of twenty (20) years from the Commercial Operation Date, subject to earlier termination of this Agreement pursuant to the terms hereof (the "**Initial Term**"). Seller and Buyer may, upon mutual written agreement, extend this Agreement for additional five (5) year terms (each such additional term, a "**Renewal Term**").

ARTICLE THREE: FACILITY PURCHASE OPTION

3.1 Purchase Option.

Provided no Default or Event of Default of Buyer shall have occurred and is continuing, Seller may, at its option, provide the buyer the option to purchase the Facility on the tenth (10th) Business Day following the fifteenth (15th) anniversary of the Commercial Operation Date and any such anniversary of the Commercial Operation Date thereafter. Not more than one hundred eighty (180) days, nor less than ninety (90) days, prior to the each such anniversary of the Commercial Operation Date, Seller may provide written notice to Buyer of Seller's offer to Buyer to allow purchase option. If Buyer elects to purchase the Facility pursuant to this Section 3.1, the purchase price shall ("**Purchase Price**") be the greater of the (a) In-Place Fair Market Value or (b) Purchase Option Price as set forth in Exhibit E. The "**In-Place Fair Market Value**" of the Facility shall be the value determined by the mutual agreement of Buyer and Seller within thirty (30) days of Buyer's acceptance of exercise of its purchase option. If Buyer and Seller cannot mutually agree to an In-Place Fair Market Value, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the renewable energy industry to value such equipment. If the Parties are unable to agree on the selection of an appraiser within ten (10) days, each Party shall designate a qualified nationally recognized independent appraiser, and the two appraisers designated by each Party shall select a third nationally recognized independent appraiser, who shall act as the appraiser hereunder. Such appraiser shall act reasonably and in good faith to determine the In-Place Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the Facility will be transferred from Seller to Buyer at Buyer's sole expense. Upon Seller's receipt of the (i) Purchase Price and (ii) payment of all other amounts then owing

by Buyer to Seller, the Parties will execute all documents necessary to cause title to the Facility to pass to Buyer as-is, where-is (subject to any warranties transferred from Seller to Buyer as set forth above); provided, however, that Seller shall remove any encumbrances placed on the Facility by Seller.

ARTICLE FOUR: PURCHASE AND SALE OF OUTPUT

4.1 Seller's and Buyer's Obligations and Ownership.

From and after the Initial Operation Date, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, all Delivered Power at the Delivery Point and Buyer shall pay Seller the Contract Price therefore. All Environmental Attributes and Environmental Incentives, including RECs and Tax Benefits, shall remain with the Seller. Seller shall be responsible for any costs or charges imposed on or associated with the Output or its delivery of the Output up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Output or its receipt at and from the Delivery Point.

Notwithstanding the sale by Seller to Buyer of all the Facility's Delivered Power and all Environmental Attributes generated in connection therewith, Seller shall retain title to all Environmental Incentives and RECs, as well as retain all Tax Benefits, associated with the Facility or its Output. Throughout the duration of this Agreement, Seller shall be the legal and beneficial owner of the Facility at all times and the Facility shall remain the personal property of the Seller and shall not attach to or be deemed a part of, or fixture to, the Site. The Solar Energy Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Buyer covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Site on notice of the ownership of the Facility and the legal status or classification of the Facility as personal property and Buyer shall not cause any liens on or with respect to the Facility or any interest therein.

4.2 Delivery of Output.

Commencing on the Initial Operation Date and continuing throughout the remainder of the Term, Seller shall make available to Buyer, and Buyer shall take delivery of, at the Delivery Point all of the Output produced by the Facility.

4.3 Title and Risk of Loss.

Seller will convey good title to the Output to Buyer at the Delivery Point free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Output or prevent the subsequent transfer of such Output by Buyer to a third party. Title to and risk of loss with respect to Output delivered to Buyer by Seller in accordance with this Agreement shall pass from Seller to Buyer when such Output is delivered at the Delivery Point. Until title passes, Seller shall be deemed in exclusive control of the Output and shall be responsible for any damage or injury caused thereby. After title to the Output passes to Buyer, Buyer shall be deemed in exclusive control of such Output and shall be responsible for any damage or injury caused thereby.

4.5 Expected Delivery Power

Seller has estimated that following the Commercial Operation Date, the Facility will deliver an annual expected performance output of Delivered Power for each year of the Term as set forth in Exhibit G (the “**Expected Delivered Power**”).

4.6 Billing and Payment.

Unless otherwise specifically agreed upon by the Parties, the calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments). As soon as practicable after the end of each month, Seller will render to Buyer an invoice for the payment obligations, if any, incurred hereunder during the preceding month (“**Invoice**”). All undisputed amounts under any Invoice under this Agreement shall be due and payable in accordance with Seller’s Invoice instructions. Payment on all Invoices under this agreement will be due within 30 calendar days of issuance (the “**Due Date**”). Buyer will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the Seller. Any undisputed amounts not paid by the Due Date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the Due Date to but excluding the date the delinquent amount is paid in full.

4.7 Disputes and Adjustments of Invoices.

Buyer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within six (6) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed by Buyer, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the Seller. Except for the right of Buyer to withhold a disputed amount of an invoice in accordance with this Section 4.7, Buyer shall not have the right to withhold any past required, current or future required payment of any other sum due to the Seller. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount by Buyer shall be required to be made into escrow with Buyer’s legal counsel serving as escrow agent, with said counsel to acknowledge receipt of said funds by written notice to Seller and its legal counsel, until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made from said escrow account within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the Due Date to but excluding the date paid. Inadvertent overpayments by Buyer shall be returned upon request or deducted by the Seller receiving such overpayment from the subsequent payment, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Seller receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 4.7 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

4.8 Taxes.

Seller shall be responsible for and shall pay (or reimburse Buyer for) any and all taxes or similar governmental charges of any type that may be assessed on or with respect to the Output prior to the Delivery Point, and Buyer shall be responsible for and shall pay (or reimburse Seller for) any and all taxes or similar governmental charges of any type that may be assessed on or with respect to the Output at and from the Delivery Point (including the sale and transfer of the Output to Buyer). Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax.

4.9 Curtailment.

Buyer may require Seller to curtail the production and delivery of Output at any time in the event of an Emergency, provided that, except when such curtailment results from an event of Force Majeure, Buyer shall be responsible for and shall pay Seller for all curtailed Output at the full Contract Price for the full amount of curtailed Output (as determined by Seller in a commercially reasonable manner).

ARTICLE FIVE: FACILITY CONSTRUCTION

5.1 Construction of Facility.

Seller shall design and construct the Facility in accordance with Good Industry Practice.

5.2 Performance Tests.

Seller shall notify Buyer at least ten (10) Business Days prior to the commencement of any Performance Tests with respect to the declaration of the Commercial Operation Date of the Facility. Buyer shall have the right to be present at and witness each such Performance Test. Buyer shall be deemed to waive its right to be present at the Performance Tests if Buyer fails to appear at the scheduled time for the Performance Tests. Within five (5) Business Days of the successful completion of the Performance Tests pursuant to Exhibit D, Seller shall provide Buyer with a written certification signed by an authorized officer of Seller certifying that all of the requirements for Commercial Operation hereunder have been satisfied with respect to the entire Facility, at which point the Commercial Operation Date shall be deemed to have been achieved at the Facility Capacity described in such certificate.

ARTICLE SIX: FACILITY OPERATION

6.1 Metering.

Seller's shall provide, install, own, operate and maintain all Meter(s) in good operating condition. If more than one Meter is installed, then data from all Meters shall be aggregated into one revenue Meter. The Meters shall be used for quantity measurements under this Agreement. Such equipment shall be bi-directional and shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity. Seller shall provide Buyer with access to all data generated from Meter(s). Buyer, at its expense, may install additional check meters. Buyer shall not undertake any action that may interfere with the operation of the Meters, and shall be liable

for all costs, expense, and liability associated with any such interference with the Meters.

6.2 Meter Tests.

Meters shall be tested at least once every calendar year by Seller and Seller shall provide testing of operation at Seller's expense. Either Party may request a special test of Meters or check meters, but the testing Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Meters or check meters. Seller shall provide at least fifteen (15) days prior notice of routine Meter testing to Buyer. If Buyer has installed check meters in accordance with Section 6.1, Buyer shall test and calibrate each such meter at least once every calendar year. Seller shall provide fifteen (15) days prior notice of routine check meter testing to Buyer. In the event of special Meter testing, the Parties shall notify each other with as much advance notice as practicable.

6.3 Metering Accuracy.

If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Seller shall repair and recalibrate or replace the Meters and Buyer shall adjust payments to Seller for the lesser of the period in which the inaccuracy existed and one hundred eighty (180) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; however, the adjustment period shall not exceed ninety (90) days. If adjusted payments are required, Seller shall render a statement describing the adjustments to Buyer within thirty (30) days of the date on which the inaccuracy was rectified. Additional payments to Seller by Buyer shall be made within thirty (30) days of receipt of Buyer's statement. Any payments due Buyer from Seller pursuant to this Section shall accompany Seller's subsequent Invoice and appear as a reduction to the amount due.

6.4 Outages.

In the event of any Forced Outage, Seller shall promptly notify Buyer of the same. Seller shall as soon as practicable under the circumstances notify Buyer verbally and shall then, within twenty-four (24) hours thereafter, provide written notice to Buyer. Such written notice shall be submitted electronically to Seller by e-mail and will generally describe the nature of the Forced Outage, the expected duration and any other pertinent information that will assist Buyer in planning for the decreased Delivered Power and/or availability of the Facility as a result of the Forced Outage. Seller shall return the Facility to service as soon as reasonably possible, consistent with Good Industry Practice, after the circumstances that caused the Forced Outage cease to exist.

6.5 Operation and Maintenance.

Seller, at all times shall operate, maintain and repair the Facility in accordance with Good Industry

Practice.

ARTICLE SEVEN: REPRESENTATIONS AND WARRANTIES

7.1 Seller Representations and Warranties.

Seller represents and warrants to Buyer as of the Execution Date as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- b) it has or will have all regulatory authorizations necessary for it to legally perform its obligations under this Agreement (other than Permits or other regulatory authorizations to be obtained by Seller for the construction, operation or maintenance of the Facility, which Seller reasonably anticipates it will be able to obtain in due course);
- c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, including any law, rule, regulation, order or the like governing the production and/or sale of electricity. and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally;
- d) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- e) no Default or Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and
- f) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

7.2 Buyer Representations and Warranties.

Buyer represents and warrants to Seller as of the Execution Date as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of rights generally;
- c) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any

legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

- d) no Default or Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and
- e) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

ARTICLE EIGHT: FORCE MAJEURE

8.1 Excuse.

Neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations under this Agreement (including any obligation to deliver or accept Output) if such delay or failure is due to an event of Force Majeure. Time periods for compliance and deadlines will be extended on a day-for-day basis for the duration of any event of Force Majeure.

8.2 Definition.

“**Force Majeure**” means, subject to Section 8.3, any events that occur subsequent to the Execution Date and before the termination or expiration of the Term of this Agreement that delays or prevents a Party’s performance of its obligations under this Agreement, but only to the extent that (i) such event of Force Majeure is not attributable to fault or negligence on the part of that Party, (ii) such event of Force Majeure is caused by factors beyond that Party’s reasonable control and (iii) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences. Force Majeure shall include, among other things, the following:

- a) acts of God such as storms, hurricanes, floods, lightning, fire, explosion, quarantine, earthquakes, volcanic eruptions or other natural disasters;
- b) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- c) war, riot, acts of a public enemy or other civil disturbance;
- d) strike, walkout, lockout or other significant labor dispute; or
- e) action or inaction of a Governmental Authority (including any change in law) that prevents Seller from operating the generating Facility or prevents the Buyer from taking delivery of the Output from Seller.

8.3 Exclusions.

Although the following is not an exhaustive list, none of them shall be an event of Force Majeure:

- a) Buyer’s inability economically to use or resell the Output;
- b) Seller’s ability to sell the Output at a price greater than the Contract Price; or

- c) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure.

8.4 Covenants.

A Party claiming Force Majeure shall:

- a) provide prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- b) exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) expeditiously take action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem (provided that settlement of national strikes or other national labor disputes will be completely within the sole discretion of the Party affected by such national strike or national labor dispute); and
- d) provide prompt notice to the other Party of the cessation of the Force Majeure event or condition giving rise to its excuse from performance.

8.5 Termination for Extended Force Majeure Event.

This Agreement may be terminated by either Party if a Party's obligations hereunder have been excused by the occurrence of an event of Force Majeure pursuant to this Article Eight for longer than twenty-four (24) consecutive months. Termination of this Agreement pursuant to this Section 8.5 shall not be considered a termination due to an Event of Default or require the payment of damages by either Party. Following such termination, both Parties will be released from any further liability under this Agreement.

8.6 Material Casualty Event.

This Agreement may be terminated (i) by Seller following a Material Casualty Event or (ii) by Buyer following a Material Casualty Event occurring after the Commercial Operation Date if Seller has not repaired or rebuilt the Facility to at least eighty percent (80%) of the installed Facility Capacity within two (2) years of the occurrence of such Material Casualty Event; provided, however, that said two year (2) year period may be extended for a commercially reasonable period of time not to exceed ninety (90) days in the event that commencement of repairs are delayed because of safety, demolition or site preparation issues. Termination of this Agreement pursuant to this Section 8.6 shall not be considered a termination due to an Event of Default or require the payment of damages by either Party. Following such termination, both Parties will be released from any further liability under this Agreement.

ARTICLE NINE: ASSIGNMENT

9.1 Assignment.

Except as stated in Section 9.2, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld,

conditioned or delayed. As a condition to any assignment under Section 9.1, the assignee must be of a financial strength equal to, or better than, the Party making such assignment. Any assignment of this Agreement in violation of the foregoing shall be, at the option of the non-assigning Party, void.

9.2 Seller Permitted Encumbrances for Financing.

Seller may, without the consent of Buyer, transfer, pledge, encumber or assign this Agreement or the account, revenues or proceeds hereof, to (i) any affiliate of Seller, in which event Seller shall be released and discharged from all obligations to Buyer under this Agreement and said affiliate shall be responsible for all obligations of Buyer under this Agreement and shall execute and become a party to this Agreement, or (ii) any of Seller's Lenders in connection with any financing or other financial arrangements for the Facility. Notwithstanding any such transfer, pledge, encumbrance or assignment, Seller shall not be released or discharged from and shall remain liable for any and all obligations to Buyer arising or accruing hereunder prior to such transfer, pledge, encumbrance or assignment.

9.3 Buyer Permitted Assignment:

The Buyer may, upon consent of Seller which may not be unreasonably withheld, transfer the Buyer's obligations of this Agreement to any new ownership group of the Site provided that (i) the financial strength of such new ownership group is acceptable to the Seller, as determined by Seller in its sole discretion and in a commercially reasonable manner, and (ii) such new ownership group agrees to all Buyer's obligations of this Agreement and Seller receives written acceptance of such new Buyer's acceptance of the terms of the Agreement. The Buyer will be released from all obligations under this Agreement and the remaining term of the Agreement will be the responsibility of the new ownership group, as Buyer. The Seller may discuss a renegotiation of the Agreement terms with the new ownership group once the transfer is completed.

9.4 Successors and Assigns.

This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

9.5 Collateral Assignment by Seller.

In the event that Seller transfers, pledges, encumbers or collaterally assigns this Agreement to Seller's Lenders, Seller shall provide written notice to Buyer of such transfer, pledge, encumbrance or assignment, including the address of Seller's Lenders. In connection with any financing or refinancing of the Facility, Buyer shall (i) execute one or more estoppel certificates in respect of this Agreement in a form reasonably acceptable to Buyer and to Seller's Lenders or investors (with such changes as may be reasonably necessary to make the certifications contained therein true in all respects), (ii) cooperate with Seller at Seller's cost in the negotiation and execution of any reasonable amendment or addition to this Agreement required by Seller's Lenders that does not result in a material adverse change in Buyer's rights or obligations hereunder and (iii) negotiate in good faith with Seller and Seller's Lenders to agree upon a consent to collateral assignment of this Agreement, which consent to collateral assignment shall be in form and substance agreed to by Buyer, Seller and Seller's Lenders, and shall include the

following provisions and any other customary provisions reasonably requested by Buyer and Seller's Lenders:

- a) upon foreclosure (or assignment in lieu of foreclosure) of Seller's Lenders' mortgage or security interest in the Facility, Seller's Lenders shall succeed to the rights and obligations of Seller under the Agreement;
- b) the Parties shall not amend or modify this Agreement in any material respect without the prior written consent of Seller's Lenders (which approval shall not be unreasonably withheld, delayed or conditioned);
- c) simultaneously with providing notice to Seller of an Event of Default by Seller, Buyer shall give notice of such Event of Default by Seller to any Seller's Lenders which Buyer has been provided written notice of;
- d) Seller's Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Seller in accordance with the provisions of this Agreement; provided that so long as Seller's Lenders have initiated efforts to effect a cure of such Event of Default and are diligently pursuing such efforts, Seller's Lenders shall be provided an additional period not to exceed an additional sixty (60) days from the end of the cure period provided to Seller pursuant to this Agreement to effect a cure of such Event of Default;
- e) if this Agreement is rejected or disaffirmed by Seller pursuant to bankruptcy law or other law affecting creditor's rights, then upon the request of Seller's Lenders Buyer shall execute and deliver to Seller's Lenders or their designee a new power purchase agreement which shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination and shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement; and
- f) upon receipt of a written request from Seller's Lenders, Buyer shall make any and all payments due and owing by Buyer under this Agreement to an account designated by Seller's Lenders, which payments Seller agrees will fully satisfy Buyer's payment obligations under this Agreement to the extent of such payments.

ARTICLE TEN: INDEMNIFICATION; INSURANCE; LIMITATION OF LIABILITY

10.1 Indemnification.

A Party to this Agreement (the "**Indemnifying Party**") shall indemnify, defend and hold harmless, the other Party, its Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "**Indemnified Party**") from and against any and all Indemnified Losses related to injury to persons or damage to property arising out of or resulting from the Indemnifying Party's breach of, or the performance or non-performance of its obligations under this Agreement (including reasonable attorneys' fees, but excluding any Indemnified Losses for which liquidated damages or other remedies are explicitly provided for pursuant to this Agreement); provided, however, that no Party shall be indemnified hereunder for any Indemnified Loss to the extent resulting from its own negligence, fraud or willful misconduct.

10.2 Indemnification Procedures.

Any Indemnified Party seeking indemnification under this Agreement for any Indemnified Loss

shall give the Indemnifying Party notice of such Indemnified Loss promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Indemnified Loss in reasonable detail, and shall indicate the amount (estimated if necessary) of the Indemnified Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice. In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party shall assume the defense at the Indemnifying Party's expense, and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it (i) may result in injunctions or other equitable remedies with respect to the Indemnified Party which would affect its business or operations in any materially adverse manner, (ii) may result in material liabilities which may not be fully indemnified hereunder or (iii) may have a material adverse effect on the business or the financial condition of the Indemnified Party (including a material adverse effect on the tax liabilities, earnings, ongoing business relationships or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full. Subject to the immediately preceding sentence, neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed.

10.3 Insurance.

At all times during the Term of this Agreement, Seller shall maintain at its own expense insurance policies for the Facility and its tangible assets in such amounts and against such risks and losses as set forth in Exhibit I hereto. Such insurance policies shall be maintained only with insurers rated at least A- VII by AM Best or comparable ratings agency. Within ten (10) Business Days after receipt of a request for the same from Buyer, Seller shall deliver to Buyer a certificate of insurance for any or all policies maintained in accordance with this Section 10.3, which certificate shall include at least the following information: (i) the name of the insurance company, policy number and expiration date; and (ii) the coverage and limits on coverage, including the amount of deductibles or self-insured retentions. If Seller fails to comply with the provisions of this Section 10.3, Seller shall save harmless and indemnify Buyer from any direct or indirect loss and liability, including attorneys' fees and costs of litigation, resulting from the injury or death of any person or damage to any property if Buyer would have been protected had Seller complied with the requirements of this Section 10.3.

10.4 Damage to Property.

Except where caused by the other Party's negligence or willful misconduct, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it, and each Party hereby releases the other Party from any reimbursement for such damage or destruction. The provisions of this Section 10.4 shall survive any termination, cancellation, expiration or suspension of this Agreement.

10.5 Limitation on Damages.

To the fullest extent permitted by law and notwithstanding other provisions of this Agreement, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability or otherwise for special, indirect, incidental, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement. For purposes of clarification, payment made by either Party to satisfy penalties or payments owing under Section 11.2, shall not be considered special, indirect, incidental, multiple, punitive, consequential or incidental damages under this Section. In addition, this limitation on damages shall not apply with respect to claims brought by third parties for which a Party is entitled to indemnification under this Agreement. The provisions of this Section 10.5 shall survive any termination, cancellation, expiration or suspension of this Agreement.

ARTICLE ELEVEN: DEFAULT; REMEDIES

11.1 Events of Default.

Except to the extent excused due to an event of Force Majeure in accordance with Article Eight, an event of default ("**Event of Default**") shall be deemed to have occurred with respect to a Party (the "**Defaulting Party**") upon the occurrence of one or more of the following events:

- a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice is received by the Party failing to make such payment;
- b) any representation or warranty made by such Party in Section 7.1 or 7.2, as applicable, is false or misleading in any material respect provided that:
 - I. if the misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur only if the misrepresentation or breach of warranty is not remedied within thirty (30) days after notice; and
 - II. if the misrepresentation or breach of warranty is not capable of a cure, but the Non-Defaulting Party's damages resulting from the inaccuracy can reasonably be ascertained, an Event of Default will be deemed to occur only if the payment of such damages is not made within ten (10) Business Days after a notice of such damages is provided by the Non-Defaulting Party to the Defaulting Party);
- c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) days after notice, provided that such thirty (30) day period shall be extended for up to an additional ninety (90) days if such Party reasonably commences the cure of such failure and diligently pursues the same; and
- d) such Party (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (iii) makes an assignment for the benefit of creditors, (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets or (v) has a petition in bankruptcy filed against it, and such petition is not

dismissed within ninety (90) days after the filing thereof.

11.2 Declaration of Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Non-Defaulting Party shall have the right (a) to send notice, designating a day, no earlier than ten (10) days after the day such notice is deemed to be received and no later than twenty (20) days after such notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”), (b) to terminate this Agreement and end the Term effective as of the Early Termination Date and collect the Termination Payment, which shall be calculated in accordance with Section 11.3 below or as otherwise expressly provided in this Agreement; (c) withhold any payments due to the Defaulting Party under this Agreement; (d) suspend performance; and (e) exercise any other right or remedy available at law or in equity to the extent otherwise permitted under this Agreement.

11.3 Calculation of Termination Payment.

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Termination Payment as of the Early Termination Date. The Termination Payment shall be (i) for Seller, the Contract Price multiplied by the remaining Expected Delivery Power or (ii) for Buyer, the difference between the Contract Price and Utility Retail Price multiplied by the remaining Expected Delivery Power] [as set forth on the attached Exhibit F.

11.4 Notice of Termination Payment.

As soon as practicable after delivery of a notice of termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment due from the Defaulting Party to the Non-Defaulting Party, if any. The notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within fifteen (15) Business Days after such notice is effective.

11.5 Disputes with Respect to Termination Payment.

If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within ten (10) Business Days of receipt of the Non-Defaulting Party’s calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Following delivery of such a notice, disputes regarding the Termination Payment shall be resolved in accordance with Article Twelve.

11.6 Rights and Remedies Are Cumulative.

Except as otherwise provided herein, the rights and remedies of a Party pursuant to this Article Eleven shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.7 Rights and Obligations Surviving Termination.

The rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides shall survive any such

termination and those that arise from Buyer's or Seller's covenants, agreements, representation and warranties applicable to, or to be performed, at or during any time prior to or as a result of the termination of this Agreement, including:

- a) the obligation of the Buyer to pay all outstanding Invoices under this Agreement prior to the date of termination under Section 4.5
- b) the obligations to make a Termination Payment under Section 11.4;
- c) the indemnity obligations provided in Section 10.1;
- d) the obligations of confidentiality set forth in Section 13.2;
- e) the right to pursue remedies under Article Eleven and Section 13.2;
- f) the right to receive a Termination Payment under Section 11.4; and
- g) the limitations of liabilities under Article Ten.

ARTICLE TWELVE: ARBITRATION.

12.1 Arbitration.

Either Party may submit a dispute for resolution by final and binding arbitration. Such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration or such other rules that the Parties may mutually agree upon. The Parties will cooperate in selecting the arbitrator within thirty (30) days after the demand for arbitration is made and shall further cooperate in scheduling the arbitration to commence no later than ninety (90) days from the date of the demand for arbitration. If the Parties are unable to agree upon a mutually acceptable arbitrator, then each Party will propose an arbitrator, which two arbitrators will then together select a third arbitrator who shall serve as the arbitrator with respect to the dispute. Unless otherwise agreed by the Parties, the individual acting as the mediator shall be disqualified from serving as the arbitrator in the dispute. The arbitration shall be held in a location that is mutually agreeable to the Parties or, if they are unable to agree, in _____, _____. Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment). Discovery shall be limited to twenty five (25) document requests (with no subparts), three (3) lay witness depositions, and three (3) expert witness depositions (unless the arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the dispute or that a Party has improperly withheld documents). Each Party is allowed a maximum of three (3) expert witnesses, excluding rebuttal experts. Subject to any limitations on remedies set forth in this Agreement, the arbitrator shall have the authority to grant any form of equitable or legal relief a Party might recover in a court action; provided, however, that the arbitrator shall have no authority to award consequential, punitive or exemplary damages or any other damages other than direct damages or liquidated damages as contemplated by this Agreement. The arbitrator shall have the authority to require payment of the costs of the binding arbitration (other than each Party's separate attorneys' fees and costs, which fees and costs shall be borne solely by such Party), including the fees of the arbitrator and any expert witnesses, by the Party who did not prevail, but, unless and until such award is made, the Parties shall share equally in the costs of

the arbitration. The results of the arbitration shall be binding on the Parties, and judgment on the award may be entered in any court having jurisdiction.

12.2 Confidential Nature of Proceedings.

All communication, offers and statements, whether oral or written, and documents and other writings exchanged between the Parties shall be confidential and shall not be discoverable, admissible in evidence or used or referred to in any subsequent binding adjudicatory process between the Parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in such negotiations.

ARTICLE THIRTEEN: MISCELLANEOUS

13.1 Public Announcements.

The Parties share a common desire to generate favorable publicity regarding the Facility and their association with it. The Parties agree that they may, from time to time (but only after Seller obtains Site Control), issue press releases regarding the Facility and that they shall cooperate with each other in connection with the issuance of such releases including, without limitation, completed review of press releases proposed to be issued by the other Party by no later than five (5) Business Days after submission by such other Party. Each Party agrees that it shall not issue any press release regarding the Facility without the prior consent of the other, and each Party agrees not to unduly withhold or delay any such consent.

13.2 Confidentiality.

The Parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that Party uses to protect its own non-public, confidential or proprietary information, and otherwise in accordance with the provisions of this Section 13.2. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any Person the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents, consultants, potential investors and lenders who are confidentially bound to the receiving Party and have a need for such Confidential Information. In the event that any Party receiving the Confidential Information becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, regulatory requirement, civil investigative demand or similar process) to disclose any of the Confidential Information, the legally compelled Party shall give the other Party providing the Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the notice terms hereof. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this Section 13.2, although neither Party shall be entitled to any special, consequential, indirect or

punitive damages as a result of a breach of this Section 13.2, whether a claim is based in contract, tort or otherwise. The Parties agree that the respondent in any action for an injunction, specific performance decree or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. Under no circumstances will either Party's directors, management, employees, agents or consultants be individually liable for any damages resulting from the disclosure of Confidential Information in violation of the terms of this Agreement.

13.3 Further Assurances.

The Parties hereto agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

13.4 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

13.5 Notices.

All notices, requests, statements or payments shall be made as specified on Exhibit H. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, or overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

13.6 RESERVED

13.7 Integration.

This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

13.8 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9 Interpretation.

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be

construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

13.10 Headings and Titles.

The headings or section titles contained in this Agreement are inserted solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner in the construction of this Agreement.

13.11 Severability.

If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable provisions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

13.12 Waivers; Remedies Cumulative.

No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

13.13 Amendments.

No amendment to this Agreement shall be effective unless it is mutually agreed upon by the Parties, in writing and duly executed by an authorized representative of each Party.

13.14 No Third Party Beneficiary

Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Execution Date.

SELLER

By: _____

Name:

Title:

BUYER:

[]

By: _____

Name: _____

Title: _____

Draft - Revisions are Pending

Exhibit A

Definitions and Rules of Interpretation

A. Definitions.

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

“**Agreement**” means this Solar Energy Project Power Purchase Agreement and all exhibits attached hereto.

“**Renewable Portfolio Standard**” or “**RPS**” means the _____ Alternative Energy Portfolio Standard as may be amended from time to time.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“**Buyer**” has the meaning set forth in the Preamble.

“**Casualty Event**” means any physical damage to or destruction of all or any portion of the Facility by any cause which qualifies as an event or circumstance described in subparts (i) through (iii) of the definition of Force Majeure set forth in Section 8.2.

“**Claims**” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

“**Commercial Operation**” means that the Facility or any part thereof, as applicable, has been constructed in accordance with Good Industry Practice and is capable of delivering Delivered Power to and at the Delivery Point in compliance with all Interconnecting Utility requirements for Facility interconnection and the Interconnection Agreement.

“**Commercial Operation Date**” or “**COD**” means the date declared by Seller, on which date (i) (A) Seller has achieved Commercial Operation with respect to the Facility Capacity equal to or greater than the Expected Facility Capacity or and (ii) all of the requirements set forth in Section 5.2 and Exhibit C (entitled “**Performance Tests**”) have been satisfied. The Commercial Operation Date shall be declared by Seller by notice delivered to Buyer a minimum of seventy-two (72) hours in advance of the Commercial Operation Date.

“**Condition Precedent Deadline**” means the earlier of 18 months after the Execution Date.

“**Confidential Information**” means the specific terms of this Agreement (including the pricing terms hereof) and other information provided by one Party to the other in connection with the negotiation or performance of this Agreement that is clearly labeled or designated by the disclosing party as “confidential” or “proprietary” or with words of like meaning or, if disclosed orally, clearly identified as confidential with that status confirmed promptly thereafter in writing.

Confidential Information shall be deemed not to include (i) information which is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (ii) information which was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party or (iii) information which becomes available to the receiving party on a non-confidential basis from a Person other than the disclosing party or its representative who is not otherwise bound by a confidentiality agreement with disclosing party or its agent or is otherwise not under any obligation to disclosing party or its agent not to disclose the information to the receiving party.

“Contract Price” means the price in \$U.S. as set forth in Exhibit DE to be paid by Buyer to Seller for the purchase of the Output.

“Contract Year” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“Costs” means, with respect to the Non-Defaulting Party, (a) brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement entered into pursuant to this Agreement or entering into new arrangements which replace this Agreement (including, in the case of Seller as the Non-Defaulting Party, tax recapture costs) and (b) all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.

“Default” means an event which, with notice or the passage of time, or both, would constitute an Event of Default.

“Defaulting Party” has the meaning set forth in Section 11.1.

“Delivered Power” means the total quantity of electrical power (alternating current) generated by the Facility as measured by Seller’s Meter at the Delivery Point.

“Delivery Point” means the point at which the Output will be delivered and received, as specified in Exhibit B attached hereto.

“Early Termination Date” has the meaning set forth in Section 11.2.

“Effective Date” means the date on which all of the conditions set forth in Section 2.2 have been satisfied or waived in writing by Seller.

“Emergency” means an operational condition or situation affecting Buyer’s transmission or distribution system that in the reasonable judgment of Buyer is likely to result in imminent significant disruption of service or is imminently likely to endanger life or property.

“Environmental Attributes” means all environmental and other attributes as may exist from time to time that differentiate the Facility or its Delivered Power from energy generated by fossil fuel or nuclear powered generating units, and any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from such Facility, and its displacement of conventional energy generation, including (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants designated by the United States Environmental Protection

Agency or other governmental agencies, (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydro fluorocarbons, per fluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the earth's climate by trapping heat in the atmosphere, and (iii) credits, benefits or allowances resulting from the compliance of such Facility or its Delivered Power with the laws, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol of the UNFCCC or crediting "early action" with a view thereto. Environmental Attributes do not include Environmental Incentives (RECS or Tax Benefits) or any capacity, reliability or other power attributes related to the Facility or its Delivered Power.

"Environmental Incentives" means all grants, credits, rebates, incentive payments, benefits, allowances and entitlements of any kind awarded or payable in connection with the installation, ownership or operation of a solar hybrid renewable energy system, including rebates, payments and incentives under the American Recovery and Reinvestment Act. "Environmental Incentives" shall exclude Environmental Attributes but shall include Tax Benefits and RECs.

"Event of Default" has the meaning set forth in Section 11.1.

"Execution Date" has the meaning set forth in the Preamble.

"Expected Delivered Power" has the meaning set forth in Section 4.5.

"Expected Facility Capacity" means [] watts direct current (approximately [] kWh alternating current year one production).

"Facility" means the electric power generation equipment, controls, meters, switches, connections, conduit, wires and other equipment connected to the Delivery Point installed on the Site by Seller pursuant to the specifications attached hereto as Exhibit B for the purposes of providing electric power to Buyer under this Agreement.

"Facility Capacity" means the total nameplate capacity of the Facility, in MW direct current, that has achieved Commercial Operation as of the Commercial Operation Date.

"Fair Market Value" has the meaning set forth in Section 3.1.

"Force Majeure" has the meaning set forth in Section 8.2.

"Forced Outage" means any shutdown or unavailability of greater than 50% of the Facility Capacity other than pursuant to a Planned Outage, including for reasons of unanticipated equipment breakdown, human error or emergency conditions. A Forced Outage shall not include any Outage that may be deferred to the next scheduled Planned Outage, consistent with Good Industry Practice and without materially increasing the risk of damage to equipment, decreasing safety or incurring additional costs.

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of costs), resulting from the termination of the Agreement for the remainder of the Term, determined in a commercially reasonable manner. Factors used in

determining economic benefit may include reference to information supplied by one or more third parties, including quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remainder of the Term to determine the value of the Output. A Party shall use commercially reasonable efforts to obtain third party information in order to determine Gains and shall use information available to it internally for such purpose only if it is unable, after using commercially reasonable efforts, to obtain relevant third party information.

“Good Industry Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Industry Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region and industry.

“Governmental Authority” means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over such Person or its property or operations.

“Indemnified Loss” means any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, penalties, sanctions, taxes, judgments, damages, losses or expenses imposed by a third party upon an Indemnified Party or incurred in connection with a Claim by a third party against an Indemnified Party.

“Indemnified Party” has the meaning set forth in Section 10.1. **“Indemnifying Party”** has the meaning set forth in Section 10.1.

“Initial Operation Date” means the first date on which the Facility is energized and operates in parallel with the Interconnecting Utility System and delivers Delivered Power (including test Delivered Power) to and at the Delivery Point.

“Initial Term” has the meaning set forth in Section 2.3.

“Interconnection Agreement” means the agreement(s) for the electrical interconnection of the Facility to the Interconnecting Utility System by and between Seller and the Interconnecting Utility.

“Interconnection Facilities” means the equipment and facilities, including any modifications, additions and upgrades made to such facilities, which are necessary to connect the Facility to the Interconnecting Utility System as described in Exhibit B.

“Interconnecting Utility” means (i) (Utility) _____ if the Site is located within its distribution system or (ii) a third party utility if the Site is not located within _____

distribution system (or in the cause of clauses (i) or (ii) any successor operator or owner of the Interconnecting Utility System).

“Interconnecting Utility System” means the facilities used for the collection, distribution and/or transmission of electric energy at and after the Delivery Point owned or operated by the Interconnecting Utility, except the Interconnection Facilities.

“Interest Rate” means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of costs), resulting from the termination of this Agreement for the remainder of the Term, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include reference to information supplied by one or more third parties, including quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remainder of the Term to determine the value of the Output. A Party shall use commercially reasonable efforts to obtain third party information in order to determine Losses and shall use information available to it internally for such purpose only if it is unable, after using commercially reasonable efforts, to obtain relevant third party information. If the Non-Defaulting Party is the Seller, then in addition to lost payments for Output pursuant to this Agreement, “Losses” shall also include any associated loss of Environmental Incentives or Tax Benefits.

“Material Casualty Event” means the occurrence of a Casualty Event (i) if prior to the Commercial Operation Date, that is reasonably likely to extend achievement of the Commercial Operation Date by more than one (1) year or (ii) if after the Commercial Operation Date, where the Casualty Event has caused Facility Capacity to be reduced by more than 50% and the period for the full restoration or repair of that portion of the Facility damaged by the Casualty Event is reasonably likely to exceed one (1) year.

“Meter” means any of the physical or electronic metering devices, data processing equipment and apparatus associated with the meters owned by Seller, or its designee, required for (a) accurate determination of the quantities of Output from the Facility and for recording other related parameters required for the reporting of data to Buyer, and (b) the computation of the payment due to Seller from Buyer. Meters do not include any check meters Buyer may elect to install as contemplated by Section 6.1.

“MW” means megawatts of electrical power.

“MWh” means megawatt hours of electrical energy.

“Non-Defaulting Party” means the Party other than the Defaulting Party.

“Operations Report” has the meaning set forth in Section 6.7.

“Outage” means the period during which the Facility or a portion thereof is out of service.

“Output” means, collectively, the Delivered Power produced by the Facility and all of the associated Environmental Attributes.

“Party” means Buyer or Seller.

“Parties” means Buyer and Seller.

“Performance Tests” shall mean the performance tests required under this Agreement as set forth in Exhibit C in connection with the establishment of the Facility Capacity at the Commercial Operation Date.

“Permits” means all permits and approvals, regulatory or otherwise, required from Governmental Authorities for the construction and operation of the Facility.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, Governmental Authority (or any agency or political subdivision thereof) or any other form of entity.

“Planned Outage” means an Outage that is not a Forced Outage, and refers to the shutdown or unavailability of greater than 50% of the Facility Capacity for inspection or maintenance in accordance with an advance schedule.

“Purchase Option Price” means the amount for the applicable Contract Year as set forth in Exhibit E.

“Purchase Price” has the meaning set forth in Section 3.1.

“RECs” means a renewable energy credit defined under _____ law, including under the AEPS, or by a _____ Governmental Authority associated with the production of electricity from an eligible renewable energy resource. RECs shall include SRECs produced under the RPS Solar and Renewable Energy Carve-Out and all subsequent amendments and expansions of the Solar and Renewable Energy Carve-Out.

“Renewal Term” has the meaning set forth in Section 2.3.

[**“Reporting Rights”** means the right of Seller to report to any federal, state, or local agency, authority or other party, including under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that Seller owns the Environmental Incentives associated with the Facility’s Delivered Power.]

“Seller” has the meaning set forth in the Preamble.

“Seller’s Lenders” means any Persons, and their permitted successors and assignees, providing funding in connection with any development, bridge, construction, permanent debt or tax equity financing or refinancing for the Facility.

“Site” means the real property on which the Facility is located, to be determined in accordance

with the provisions set forth in Exhibit B.

“Site Control” means that Seller or Buyer, as applicable, either (a) owns the Site or (b) has obtained the necessary rights to construct and operate the Facility on the Site throughout the Term.

“Tax Benefits” means incentive tax credits attributable to the Facility or its Delivered Power (or cash grants in lieu thereof), accelerated depreciation attributable to the Facility or its Delivered Power, and any other tax credit or tax write-offs allowed under applicable law attributable to the Facility or its Delivered Power, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any of its Affiliates or any investor of Seller or any of its Affiliates.

“Term” means the Initial Term and any Renewal Term(s).

“Termination Payment” means, with respect to the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such Party incurs as a result of the liquidation of this Agreement pursuant to Section 11.2 and all amounts then owed to the Non-Defaulting Party by the Defaulting Party. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero.

“Utility Retail Price” means the retail price per kilowatt hour paid by the Buyer as of the Termination Date.

B. Rules of Interpretation.

The following rules of interpretation shall apply to this Agreement:

1. Unless otherwise specified herein, all references herein to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then exist at the applicable time to which such construction applies.
2. Capitalized terms used in this Agreement, including the exhibits hereto, shall have the meaning set forth in Part A of this Exhibit A, unless otherwise specified.
3. Unless otherwise specified herein, references in the singular shall include references in the plural and vice versa, pronouns having masculine or feminine gender will be deemed to include the other. Other grammatical forms of defined words or phrases have corresponding meanings.
4. References to a particular article, section, subsection, paragraph, subparagraph, appendix or attachment shall, unless specified otherwise, be a reference to that article, section, subsection, paragraph, subparagraph, appendix or attachment in or to this Agreement.
5. Any reference in this Agreement to any natural person, Governmental Authority, corporation, partnership or other legal entity includes its permitted successors and assigns or to any natural person, Governmental Authority, corporation, partnership or other legal entity succeeding to its functions.
6. All references to dollars are to U.S. dollars.
7. A reference to a law includes any amendment or modification to such law, and all regulations, rulings and other laws promulgated under such law.

8. The words "hereof," "herein" and "hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document.
9. The words "include," "includes" and "including" means "including but not limited to".
10. References to "days" mean calendar days, unless the term "Business Days" shall be used.

Draft - Revisions are Pending

Exhibit B
Facility Specifications

Delivery Point

To be mutually agreed and designated by Buyer and Seller at the time that Seller obtains Site Control.

Facility Specifications

It is currently anticipated that the Facility will consist of approximately (TBD)

Site Assumptions

The Parties anticipate that the Site will be located in a manner such that the Facility will interconnect directly with Buyer's distribution system. Seller will be responsible for any interconnection related costs as provided under the Interconnection Agreement.

Draft - Revisions are pending

Exhibit C

Performance Tests

To be proposed by Seller for Buyer review and approval (such not to be unreasonably withheld, conditioned or delayed) prior to the commencement of construction of the Facility.

Draft - Revisions are Pending

Exhibit D

The Contract Price is \$[]/kWh, with a []% escalation each year commencing in year 2 and continuing each year afterwards for the remainder of the Initial Term and any Renewal Term of this Agreement.

Draft - Revisions are Pending

Exhibit E

Purchase Option Prices

Contract Year	Purchase Option Price
1-14	N/A
15	
16	
17	
18	
19	
20	

Should Buyer opt not to renew or purchase the Facility at the end of the Initial Term, Seller shall remove the Facility at its own cost leaving the area affected by the Facility restored to a condition similar to the pre-installation condition subject to ordinary wear and tear as called for by this Agreement.

Draft - Revisions are Pending

Exhibit F

Expected Delivered Power

Delivered Power (AC) during the first Contract Year is expected to be kWh. Delivered Power during the second Contract Year is expected to be the same as the first Contract Year less 0.01% thereof, and for each subsequent Contract Year shall be the amount from prior Contract Year less 0.01% thereof (e.g., the Delivered Power for the tenth Contract Year shall be the Delivered Power for the ninth Contract Year less 0.01% thereof).

Draft - Revisions are Pending

Exhibit G

Required Insurance

Throughout the term of the Agreement Seller shall carry, at its sole cost and expense, Commercial General Liability insurance, including product liability, errors and omissions, and completed operations coverage and broad form vendors and contractual liability endorsements to protect against, and from, loss by reason of personal injury and/or property damage based upon and arising out of the Seller's liability under this Agreement as follows:

- \$2 million per occurrence
- \$5 million aggregate

Seller will also carry Umbrella or Excess Liability in an amount not less than \$5 million.

Commercial Property*:

Throughout the Term of the Agreement Seller shall carry all-risk commercial property insurance in an amount not less than 100% of replacement cost of the Facility, against risks of physical loss or damage, including, if applicable, coverage for service interruption, business interruption, earth movement and flood, and mechanical breakdown.

Workers' Compensation and Other:

Throughout the term of the Agreement Seller shall obtain and maintain in effect statutory Workers' Compensation insurance as required by applicable law and employer's liability insurance whether or not set by statutory laws.

General Conditions and Certificates of Insurance

Unless designated with an "*", all insurance policies required in this Exhibit I will be written on an occurrence form and be primary over and above any other insurance available to Buyer with respect to Seller's activities and commitments in the Agreement. All policies will include Buyer as an additional insured and will provide for a waiver of subrogation in favor of the Buyer. The insurance policies required in this Exhibit will be issued by insurance companies with an A.M. Best rating of no less than "A- VII". Seller shall deliver to Buyer, within five business days of the commencement of construction of the Facility, certificates of insurance as evidence of its contractual obligation. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The specified insurance obligations in Exhibit I apply to the Seller as well as any subcontractor or by anyone directly or indirectly employed by the Seller for whom the Seller may be liable. In any event, The Seller's liability is not limited to the policy limits described above.

Exhibit H

Notices and Billing Information

General Notices:

If to Seller:

TBD, LLC

If to Buyer:

TBD, LLC

Operations Related Notices and Billing Information

[To be designated by Parties prior to Facility construction commencement]

Draft - Revisions are Pending

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
TALOFOFO	TALOFOFO	02011675	31	05/31/2019	23472.58	396.65	0.00	6.883	6.88	1	158.10	ESGS-5
TALOFOFO	TALOFOFO	02011675	28	06/28/2019	23715.74	243.17	0.00	1.620	1.62	1	108.51	ESGS-5
TALOFOFO	TALOFOFO	02011675	33	07/31/2019	24037.36	321.62	0.00	5.830	5.83	1	136.72	ESGS-5
TALOFOFO	TALOFOFO	02011675	30	08/30/2019	24407.35	369.98	0.00	6.636	6.64	1	150.50	ESGS-5
TALOFOFO	TALOFOFO	02011675	31	09/30/2019	24732.42	325.08	0.00	6.888	6.89	1	137.71	ESGS-5
TALOFOFO	TALOFOFO	02011675	31	10/31/2019	25086.31	353.89	0.00	9.149	9.15	1	145.91	ESGS-5
TALOFOFO	TALOFOFO	02011675	29	11/29/2019	25410.44	324.13	11.18	7.246	7.25	1	137.43	ESGS-5
TALOFOFO	TALOFOFO	02011675	32	12/31/2019	25740.36	329.92	0.00	7.632	7.63	1	139.09	ESGS-5
TALOFOFO	TALOFOFO	02011675	30	01/30/2020	26038.07	297.71	9.92	7.673	7.67	1	129.67	ESGS-5
TOTAL FOR: 1690033326											1,927.70	
ZE GUMA	TRANKILIDAT TAMUNING	02018191	31	01/31/2019	36102.15	292.69	9.44	4.987	4.99	1	127.73	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	28	02/28/2019	36371.72	269.57	9.63	4.987	4.99	1	118.75	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	29	03/29/2019	36661.72	290.01	10.00	4.188	4.19	1	126.68	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	32	04/30/2019	36954.25	292.52	9.14	4.522	4.52	1	127.66	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	31	05/31/2019	37292.07	337.82	10.90	4.894	4.89	1	141.34	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	28	06/28/2019	37512.66	220.60	7.88	0.391	0.39	1	99.76	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	33	07/31/2019	37824.90	312.24	9.46	4.618	4.62	1	134.05	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	30	08/30/2019	38178.24	353.34	11.78	4.462	4.46	1	145.76	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	31	09/30/2019	38546.57	368.32	11.88	4.529	4.53	1	150.03	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	31	10/31/2019	38912.62	366.05	11.81	4.728	4.73	1	149.38	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	29	11/29/2019	39250.85	338.23	11.66	4.476	4.48	1	141.45	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	32	12/31/2019	39610.81	359.97	11.25	4.488	4.49	1	147.64	ESGS-5
ZE GUMA	TRANKILIDAT TAMUNING	02018191	30	01/30/2020	40061.58	450.77	15.03	5.909	5.91	1	173.52	ESGS-5
TOTAL FOR: 16900333292											1,783.75	

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
31	GUMA TRANKILDAT TAMUNING	02362487	31	01/31/2019	10779.35	188.19	0.00	4.668	4.67	1	87.19	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	28	02/28/2019	10927.06	147.71	0.00	4.507	4.51	1	71.47	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	29	03/29/2019	11092.43	165.36	5.70	2.887	2.89	1	78.32	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	32	04/30/2019	11253.23	160.81	5.03	2.774	2.77	1	76.55	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	31	05/31/2019	11608.22	354.99	11.45	3.101	3.10	1	146.22	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	28	06/28/2019	12326.77	718.55	25.66	5.424	5.42	1	249.80	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	33	07/31/2019	13226.80	900.03	27.27	3.600	3.60	1	301.50	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	30	08/30/2019	13956.56	729.76	24.33	4.925	4.93	1	253.00	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	31	09/30/2019	14693.19	736.63	23.76	4.382	4.38	1	254.96	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	31	10/31/2019	15392.32	699.14	22.55	3.336	3.34	1	244.27	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	29	11/29/2019	16039.93	647.61	22.33	5.095	5.10	1	229.60	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	32	12/31/2019	16757.76	717.83	0.00	3.048	3.05	1	249.59	ESGS-S
31	GUMA TRANKILDAT TAMUNING	02362487	30	01/30/2020	17421.89	664.13	0.00	5.501	5.50	1	234.30	ESGS-S
TOTAL FOR: 1690033294												
											2,476.77	
6K	GUMA TRANKILDAT TAMUNING	02013455	1	01/02/2019	7733.29	0.00	0.00	0.000	0.00	1	18.93	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	29	01/31/2019	12.29	12.29	0.00	2.088	2.09	1	18.93	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	28	02/28/2019	26.64	14.35	0.00	2.088	2.09	1	19.72	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	29	03/29/2019	38.41	11.78	0.00	1.985	1.99	1	18.73	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	32	04/30/2019	47.69	9.28	0.00	2.004	2.00	1	17.76	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	31	05/31/2019	53.42	5.73	0.00	2.160	2.16	1	16.38	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	28	06/28/2019	63.27	9.85	0.00	0.014	0.01	1	17.99	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	33	07/31/2019	190.93	127.66	0.00	4.238	4.24	1	63.70	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	30	08/30/2019	226.91	35.98	0.00	2.172	2.17	1	28.12	ESGS-S
6K	GUMA TRANKILDAT TAMUNING	02806706	31	09/30/2019	307.30	80.39	0.00	3.326	3.33	1	45.35	ESGS-S

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
6K GUMA TRANKILUDAT TAMUNING		02806706	31	10/31/2019	543.45	236.15	0.00	3.022	3.02	1	105.78	ESGS-5
6K GUMA TRANKILUDAT TAMUNING		02806706	29	11/29/2019	725.40	181.95	0.00	2.395	2.40	1	84.75	ESGS-5
6K GUMA TRANKILUDAT TAMUNING		02806706	32	12/31/2019	771.47	46.07	0.00	2.395	2.40	1	32.04	ESGS-5
6K GUMA TRANKILUDAT TAMUNING		02806706	30	01/30/2020	819.01	47.55	0.00	2.395	2.40	1	32.60	ESGS-5
TOTAL FOR: 1690033295												
3K GUMA TRANKILUDAT TAMUNING		02807564	31	01/31/2019	609.55	343.62	0.00	3.576	3.58	1	142.99	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	28	02/28/2019	933.49	323.94	0.00	3.713	3.71	1	137.38	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	29	03/29/2019	1300.92	367.43	12.67	2.321	2.32	1	149.77	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	32	04/30/2019	1582.10	281.17	8.79	0.941	0.94	1	123.25	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	31	05/31/2019	1659.70	77.61	2.50	1.387	1.39	1	44.28	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	28	06/28/2019	1695.02	35.31	1.26	1.308	1.31	1	27.87	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	33	07/31/2019	1737.89	42.87	1.30	0.113	0.11	1	30.79	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	30	08/30/2019	1766.49	28.60	0.95	0.070	0.07	1	25.26	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	31	09/30/2019	1789.80	23.31	0.75	0.070	0.07	1	23.21	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	31	10/31/2019	1876.86	87.06	2.81	3.910	3.91	1	47.94	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	29	11/29/2019	2170.70	293.84	10.13	4.716	4.72	1	128.17	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	32	12/31/2019	2651.66	480.96	0.00	4.255	4.26	1	182.11	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02807564	30	01/30/2020	3142.15	490.49	0.00	6.768	6.77	1	184.83	ESGS-5
TOTAL FOR: 1690033296												
3K GUMA TRANKILUDAT TAMUNING		02329835	32	01/31/2019	12675.85	106.64	0.00	0.000	0.00	1	55.54	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02329835	28	02/28/2019	12774.13	98.28	0.00	0.000	0.00	1	133.33	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02365490	28	03/29/2019	176.00	176.00	6.18	2.374	2.37	1	133.33	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02365490	32	04/30/2019	355.57	179.58	5.61	1.591	1.59	1	83.84	ESGS-5
3K GUMA TRANKILUDAT TAMUNING		02365490	31	05/31/2019	534.62	179.05	5.78	1.529	1.53	1	83.64	ESGS-5

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
3C GUMA TRANKILIDAT TAMUNING		02365490	28	06/28/2019	671.97	137.35	4.91	1.570	1.57	1	67.45	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	33	07/31/2019	826.76	154.79	4.69	1.510	1.51	1	74.22	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	30	08/30/2019	877.26	50.50	1.68	0.403	0.40	1	33.75	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	31	09/30/2019	905.72	28.46	0.92	0.386	0.39	1	25.20	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	31	10/31/2019	927.08	21.36	0.69	0.000	0.00	1	22.44	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	29	11/29/2019	950.78	23.70	0.82	1.699	1.70	1	23.36	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	32	12/31/2019	1099.51	148.73	4.65	2.033	2.03	1	71.86	ESGS-5
3C GUMA TRANKILIDAT TAMUNING		02365490	30	01/30/2020	1253.40	153.89	5.13	2.182	2.18	1	73.87	ESGS-5
TOTAL FOR: 1690033297												
											881.83	
1B GUMA TRANKILIDAT TAMUNING		02800513	31	01/31/2019	7435.75	288.47	9.31	4.462	4.46	1	126.08	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	28	02/28/2019	7804.46	368.72	13.17	1.282	1.28	1	150.14	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	29	03/29/2019	8263.12	458.66	15.82	2.191	2.19	1	175.76	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	32	04/30/2019	8798.39	535.27	16.73	2.762	2.76	1	197.58	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	31	05/31/2019	9324.12	525.73	16.96	3.658	3.66	1	194.87	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	28	06/28/2019	9777.17	453.05	16.18	0.917	0.92	1	174.16	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	33	07/31/2019	10113.46	336.28	10.19	1.406	1.41	1	140.90	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	30	08/30/2019	10631.97	518.52	17.28	1.642	1.64	1	192.82	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	31	09/30/2019	11044.12	412.15	13.30	0.972	0.97	1	162.51	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	31	10/31/2019	11174.15	130.03	4.19	0.821	0.82	1	64.61	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	29	11/29/2019	11665.15	491.00	16.93	4.538	4.54	1	184.97	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	32	12/31/2019	12176.39	511.23	15.98	4.538	4.54	1	190.74	ESGS-5
1B GUMA TRANKILIDAT TAMUNING		02800513	30	01/30/2020	12668.17	491.78	16.39	4.538	4.54	1	185.19	ESGS-5
TOTAL FOR: 1690033298												
											2,140.33	
6E GUMA TRANKILIDAT TAMUNING		02338143	31	01/31/2019	24963.11	70.54	0.00	0.775	0.78	1	41.53	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
6E GUMA TRANKILUDAT	TAMUNING	02338143	28	02/28/2019	25016.82	53.71	0.00	0.775	0.78	1	35.00	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02338143	19	03/19/2019	25057.73	40.91	0.00	0.775	0.78	1	38.66	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	9	03/28/2019	0.00	0.00	0.00	0.619	0.62	1	38.66	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	10	03/29/2019	22.23	22.23	0.00	0.619	0.62	1	38.66	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	32	04/30/2019	100.31	78.08	2.44	0.413	0.41	1	44.45	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	31	05/31/2019	607.29	506.99	0.00	2.455	2.46	1	189.53	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	28	06/28/2019	1021.48	414.19	14.79	2.482	2.48	1	163.10	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	33	07/31/2019	1776.29	754.81	0.00	2.239	2.24	1	260.13	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	30	08/30/2019	2516.71	740.42	24.68	2.419	2.42	1	256.03	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	31	09/30/2019	3084.78	568.06	0.00	1.831	1.83	1	206.92	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	31	10/31/2019	3354.24	269.46	0.00	1.661	1.66	1	118.71	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	29	11/29/2019	3614.54	260.30	8.98	2.390	2.39	1	115.16	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	32	12/31/2019	3715.22	100.68	3.15	0.401	0.40	1	53.22	ESGS-5
6E GUMA TRANKILUDAT	TAMUNING	02808391	30	01/30/2020	3901.92	186.70	0.00	2.616	2.62	1	86.60	ESGS-5
TOTAL FOR: 1690033317												
											1,686.36	
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	31	01/31/2019	7581.95	430.15	0.00	5.381	5.38	1	167.64	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	28	02/28/2019	7947.79	365.85	0.00	5.712	5.71	1	149.32	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	29	03/29/2019	8420.52	472.73	0.00	3.350	3.35	1	179.77	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	32	04/30/2019	9021.87	601.34	0.00	3.701	3.70	1	216.41	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	31	05/31/2019	9672.09	650.22	0.00	4.277	4.28	1	230.33	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	28	06/28/2019	10151.35	479.26	0.00	2.746	2.75	1	181.63	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	33	07/31/2019	10837.15	685.79	0.00	4.114	4.11	1	240.47	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	30	08/30/2019	11409.54	572.39	0.00	3.662	3.66	1	208.17	ESGS-5
12 GUMA TRANKILUDAT	TUMON TAMUNING	02364989	31	09/30/2019	11893.21	483.68	0.00	4.260	4.26	1	182.89	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
12 GUMA TRANKILIDAT TAMUNING		02364989	31	10/31/2019	12342.51	449.30	0.00	3.629	3.63	1	173.09	ESGS-5
12 GUMA TRANKILIDAT TUMON TAMUNING		02364989	29	11/29/2019	12783.68	441.17	0.00	3.168	3.17	1	170.78	ESGS-5
12 GUMA TRANKILIDAT TUMON TAMUNING		02364989	32	12/31/2019	13239.01	455.32	14.23	5.750	5.75	1	174.81	ESGS-5
12 GUMA TRANKILIDAT TUMON TAMUNING		02364989	30	01/30/2020	13538.26	299.25	9.98	5.750	5.75	1	130.27	ESGS-5
TOTAL FOR: 1690033319												
68 GUMA TRANKILIDAT TAMUNING		02018183	31	01/31/2019	62904.60	458.48	0.00	6.607	6.61	1	175.71	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	28	02/28/2019	63210.13	305.53	0.00	6.607	6.61	1	132.14	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	29	03/29/2019	63593.16	383.03	0.00	4.154	4.15	1	154.22	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	32	04/30/2019	64063.52	470.37	0.00	4.678	4.68	1	179.09	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	31	05/31/2019	64597.55	534.03	0.00	6.113	6.11	1	197.23	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	28	06/28/2019	65195.16	597.60	0.00	4.142	4.14	1	215.35	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	33	07/31/2019	65889.49	694.33	0.00	5.712	5.71	1	242.90	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	30	08/30/2019	66442.52	553.04	0.00	5.846	5.85	1	202.64	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	31	09/30/2019	66915.58	473.06	0.00	4.414	4.41	1	179.87	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	31	10/31/2019	67422.03	506.45	0.00	4.673	4.67	1	189.38	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	29	11/29/2019	67870.29	448.26	0.00	4.771	4.77	1	172.80	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02018183	18	12/17/2019	68168.19	297.90	0.00	4.771	4.77	1	187.27	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02812635	14	12/31/2019	201.16	201.16	0.00	0.000	0.00	1	187.27	ESGS-5
68 GUMA TRANKILIDAT TAMUNING		02812635	30	01/30/2020	673.94	472.78	0.00	5.652	5.65	1	179.78	ESGS-5
TOTAL FOR: 1690033328												
58 GUMA TRANKILIDAT TAMUNING		02803988	31	01/31/2019	2301.81	493.76	15.93	5.870	5.87	1	185.76	ESGS-5
58 GUMA TRANKILIDAT TAMUNING		02803988	28	02/28/2019	2757.38	455.56	16.27	5.870	5.87	1	174.88	ESGS-5
58 GUMA TRANKILIDAT TAMUNING		02803988	29	03/29/2019	3209.28	451.90	15.58	2.926	2.93	1	173.83	ESGS-5
58 GUMA TRANKILIDAT TAMUNING		02803988	32	04/30/2019	3718.24	508.96	15.91	4.697	4.70	1	190.09	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
5B GUMA TRANKILIDAT TAMUNING		02803988	31	05/31/2019	4215.69	497.45	16.05	4.990	4.99	1	186.82	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	28	06/28/2019	4741.90	526.21	18.79	5.023	5.02	1	195.00	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	33	07/31/2019	5406.09	664.19	0.00	4.987	4.99	1	234.32	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	30	08/30/2019	5898.04	491.95	16.40	2.909	2.91	1	185.24	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	31	09/30/2019	6367.47	469.43	15.14	1.850	1.85	1	178.83	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	31	10/31/2019	6823.43	455.96	14.71	2.774	2.77	1	174.99	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	29	11/29/2019	7330.36	506.93	17.48	2.839	2.84	1	189.51	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	32	12/31/2019	7965.62	635.27	19.85	3.821	3.82	1	226.08	ESGS-5
5B GUMA TRANKILIDAT TAMUNING		02803988	30	01/30/2020	8608.98	643.36	21.45	7.282	7.28	1	228.37	ESGS-5
TOTAL FOR: 1690033463												
											2,523.72	
2C GUMA TRANKILIDAD TAMUNING		02338119	31	01/31/2019	45852.70	497.03	16.03	2.794	2.79	1	186.69	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	28	02/28/2019	46293.51	440.82	15.74	2.794	2.79	1	170.68	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	29	03/29/2019	46815.45	521.94	18.00	2.587	2.59	1	193.80	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	32	04/30/2019	47386.20	570.76	17.84	2.350	2.35	1	207.70	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	31	05/31/2019	47985.05	598.84	19.32	2.820	2.82	1	215.70	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	28	06/28/2019	48533.99	548.94	19.61	1.858	1.86	1	201.48	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	33	07/31/2019	49177.47	643.48	19.50	2.657	2.66	1	228.42	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	30	08/30/2019	49751.63	574.17	19.14	2.753	2.75	1	208.67	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	31	09/30/2019	50357.25	605.62	19.54	2.321	2.32	1	217.63	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	31	10/31/2019	50943.42	586.17	18.91	2.066	2.07	1	212.09	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	29	11/29/2019	51475.49	532.07	18.35	2.182	2.18	1	196.67	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02338119	31	12/30/2019	52058.50	583.01	18.81	2.182	2.18	1	414.80	ESGS-5
2C GUMA TRANKILIDAD TAMUNING		02812737	31	01/30/2020	545.89	545.89	17.61	2.942	2.94	1	414.80	ESGS-5
TOTAL FOR: 1690033464											3,069.13	

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
4H GUMA TRANKILIDAT	TAMUNING	02013445	31	01/31/2019	41041.35	455.32	14.69	4.094	4.09	1	174.81	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	28	02/28/2019	41441.50	400.15	14.29	4.094	4.09	1	159.10	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	29	03/29/2019	41948.95	507.45	17.50	2.741	2.74	1	189.66	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	32	04/30/2019	42661.89	712.94	22.28	3.190	3.19	1	248.21	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	31	05/31/2019	43331.76	669.87	21.61	2.938	2.94	1	235.93	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	28	06/28/2019	44055.97	724.21	25.86	2.683	2.68	1	251.41	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	33	07/31/2019	44794.30	738.32	22.37	3.079	3.08	1	255.43	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	30	08/30/2019	45419.41	625.11	20.84	3.271	3.27	1	223.18	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	31	09/30/2019	46038.88	619.47	19.98	3.559	3.56	1	221.58	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	31	10/31/2019	46648.41	609.53	19.66	2.748	2.75	1	218.75	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	29	11/29/2019	47265.36	616.95	21.27	3.197	3.20	1	220.86	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	32	12/31/2019	47897.07	631.71	0.00	4.596	4.60	1	225.06	ESGS-S
4H GUMA TRANKILIDAT	TAMUNING	02013445	30	01/30/2020	48425.46	528.40	17.61	4.596	4.60	1	195.62	ESGS-S
TOTAL FOR: 1690033465												
											2,819.60	
1D GUMA TRANKILIDAT	TAMUNING	02804978	31	01/31/2019	1170.41	251.75	0.00	4.236	4.24	1	111.84	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	28	02/28/2019	1494.07	323.66	0.00	2.880	2.88	1	137.30	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	29	03/29/2019	1684.17	190.09	0.00	2.736	2.74	1	87.92	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	32	04/30/2019	2088.03	403.86	12.62	4.205	4.21	1	160.15	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	31	05/31/2019	2472.05	384.02	0.00	3.406	3.41	1	154.49	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	28	06/28/2019	2910.70	438.65	15.67	3.473	3.47	1	170.06	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	33	07/31/2019	3337.36	426.66	0.00	3.343	3.34	1	166.64	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	30	08/30/2019	3628.13	290.77	0.00	0.838	0.84	1	126.98	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	31	09/30/2019	3831.48	203.35	6.56	4.421	4.42	1	93.07	ESGS-S
1D GUMA TRANKILIDAT	TAMUNING	02804978	31	10/31/2019	4140.61	309.14	0.00	0.890	0.89	1	133.16	ESGS-S

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
1D GUMA TRANKILIDAT TAMUNING		02804978	29	11/29/2019	4587.01	446.39	15.39	4.418	4.42	1	172.27	ESGS-5
1D GUMA TRANKILIDAT TAMUNING		02804978	32	12/31/2019	5051.99	464.98	0.00	5.839	5.84	1	177.56	ESGS-5
1D GUMA TRANKILIDAT TAMUNING		02804978	30	01/30/2020	5424.17	372.18	0.00	6.310	6.31	1	151.13	ESGS-5
TOTAL FOR: 1690033466												
											1,842.57	
4F GUMA TRANKILIDAT TAMUNING		02338116	31	01/31/2019	46721.14	270.89	0.00	4.721	4.72	1	119.27	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	28	02/28/2019	47289.67	568.54	0.00	5.179	5.18	1	207.07	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	29	03/29/2019	47929.85	640.17	0.00	4.968	4.97	1	227.47	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	32	04/30/2019	48844.39	914.54	0.00	5.304	5.30	1	305.64	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	31	05/31/2019	49353.41	509.02	0.00	4.358	4.36	1	190.11	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	28	06/28/2019	50005.88	652.47	0.00	1.375	1.38	1	230.98	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	33	07/31/2019	50126.54	120.65	0.00	1.620	1.62	1	60.98	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	30	08/30/2019	50302.83	176.29	0.00	3.091	3.09	1	82.56	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	31	09/30/2019	50807.13	504.30	0.00	1.620	1.62	1	188.76	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	31	10/31/2019	50897.49	90.36	0.00	1.459	1.46	1	49.22	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	29	11/29/2019	50977.21	79.72	0.00	1.406	1.41	1	45.09	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	32	12/31/2019	51063.02	85.82	0.00	1.440	1.44	1	47.46	ESGS-5
4F GUMA TRANKILIDAT TAMUNING		02338116	30	01/30/2020	51141.41	78.39	0.00	0.130	0.13	1	44.58	ESGS-5
TOTAL FOR: 1690033467												
											1,799.19	
5D GUMA TRANKILIDAT TAMUNING		02018182	31	01/31/2019	33490.69	473.26	15.27	5.045	5.05	1	179.92	ESGS-5
5D GUMA TRANKILIDAT TAMUNING		02018182	28	02/28/2019	33963.63	472.94	16.89	6.382	6.38	1	179.83	ESGS-5
5D GUMA TRANKILIDAT TAMUNING		02018182	29	03/29/2019	34575.69	612.06	21.11	4.253	4.25	1	219.47	ESGS-5
5D GUMA TRANKILIDAT TAMUNING		02018182	32	04/30/2019	35112.28	536.59	16.77	2.863	2.86	1	197.96	ESGS-5
5D GUMA TRANKILIDAT TAMUNING		02018182	31	05/31/2019	35754.37	642.09	20.71	4.308	4.31	1	228.02	ESGS-5
5D GUMA TRANKILIDAT TAMUNING		02018182	28	06/28/2019	36420.73	666.36	23.80	3.677	3.68	1	234.93	ESGS-5

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
SD GUMA TRANKILUDAT TAMUNING		02018182	33	07/31/2019	37217.19	796.46	24.14	3.893	3.89	1	272.00	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	30	08/30/2019	37881.97	664.78	0.00	3.986	3.99	1	234.48	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	31	09/30/2019	38540.50	658.53	21.24	4.591	4.59	1	232.70	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	31	10/31/2019	39132.48	591.97	19.10	4.205	4.21	1	213.74	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	29	11/29/2019	39748.82	616.35	0.00	2.930	2.93	1	220.69	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	32	12/31/2019	40374.61	625.79	19.56	3.691	3.69	1	223.38	ESGS-S
SD GUMA TRANKILUDAT TAMUNING		02018182	30	01/30/2020	40822.45	447.84	14.93	4.020	4.02	1	172.68	ESGS-S
TOTAL FOR: 1690033468												
IK GUMA TRANKILUDAT TAMUNING		02362490	31	01/31/2019	14622.40	830.52	0.00	5.938	5.94	1	281.70	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	28	02/28/2019	15424.39	801.98	0.00	2.592	2.59	1	273.57	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	29	03/29/2019	16220.57	796.19	0.00	2.323	2.32	1	271.92	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	32	04/30/2019	17134.86	914.29	0.00	2.263	2.26	1	305.56	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	31	05/31/2019	18082.21	947.35	0.00	2.162	2.16	1	314.98	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	28	06/28/2019	18910.55	828.34	0.00	2.438	2.44	1	281.07	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	33	07/31/2019	19871.28	960.73	0.00	2.177	2.18	1	318.79	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	30	08/30/2019	20710.09	838.82	0.00	2.465	2.47	1	284.06	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	31	09/30/2019	21542.43	832.33	0.00	2.573	2.57	1	282.21	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	31	10/31/2019	22365.90	823.47	0.00	3.958	3.96	1	279.69	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	29	11/29/2019	23164.86	798.96	0.00	3.326	3.33	1	272.71	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	32	12/31/2019	24026.07	861.21	0.00	1.522	1.52	1	290.44	ESGS-S
IK GUMA TRANKILUDAT TAMUNING		02362490	30	01/30/2020	24845.53	819.47	0.00	3.710	3.71	1	278.56	ESGS-S
TOTAL FOR: 1690033469												
IH GUMA TRANKILUDAT TAMUNING		02015539	31	01/31/2019	56785.03	652.58	0.00	5.710	5.71	1	231.01	ESGS-S
IH GUMA TRANKILUDAT TAMUNING		02015539	28	02/28/2019	57241.57	456.54	0.00	5.710	5.71	1	175.16	ESGS-S

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
1H GUMA TRANKILIDAT	TAMUNING	02015539	29	03/29/2019	57882.90	641.33	0.00	5.287	5.29	1	227.80	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	32	04/30/2019	58689.79	806.89	0.00	5.489	5.49	1	274.97	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	31	05/31/2019	59554.08	864.29	0.00	5.441	5.44	1	291.32	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	28	06/28/2019	60439.84	885.76	0.00	1.553	1.55	1	297.44	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	33	07/31/2019	61449.05	1009.21	0.00	5.976	5.98	1	332.61	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	30	08/30/2019	62300.00	850.94	0.00	4.524	4.52	1	287.51	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	31	09/30/2019	62972.67	672.68	0.00	4.582	4.58	1	236.74	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	31	10/31/2019	63312.39	339.71	0.00	4.289	4.29	1	141.88	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	29	11/29/2019	63643.32	330.93	11.41	4.258	4.26	1	139.36	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	32	12/31/2019	63993.46	350.15	0.00	5.832	5.83	1	144.85	ESGS-5
1H GUMA TRANKILIDAT	TAMUNING	02015539	30	01/30/2020	64265.81	272.34	9.08	5.832	5.83	1	119.83	ESGS-5
TOTAL FOR: 1690033470												
											2,900.48	
6I GUMA TRANKILIDAT	TAMUNING	02013448	31	01/31/2019	45154.66	351.31	11.33	5.083	5.08	1	145.18	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	28	02/28/2019	45464.08	309.42	11.05	5.083	5.08	1	133.24	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	29	03/29/2019	45898.30	434.22	14.97	2.498	2.50	1	168.79	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	32	04/30/2019	46416.54	518.24	0.00	3.403	3.40	1	192.73	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	31	05/31/2019	46948.46	531.92	0.00	4.471	4.47	1	196.62	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	28	06/28/2019	47554.53	606.08	0.00	2.993	2.99	1	217.76	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	33	07/31/2019	48174.80	620.26	0.00	4.085	4.09	1	221.80	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	30	08/30/2019	48630.05	455.26	0.00	3.214	3.21	1	174.79	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	31	09/30/2019	49072.02	441.96	0.00	3.758	3.76	1	171.00	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	31	10/31/2019	49496.16	424.15	0.00	3.046	3.05	1	165.92	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	29	11/29/2019	49813.38	317.22	0.00	2.971	2.97	1	135.47	ESGS-5
6I GUMA TRANKILIDAT	TAMUNING	02013448	32	12/31/2019	50147.12	333.74	10.43	4.006	4.01	1	140.17	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
6I GUMA TRANKILIDAT TAMUNING		02013448	30	01/30/2020	50440.19	293.08	0.00	4.006	4.01	1	127.88	ESGS-S
TOTAL FOR: 1690033471												
4G GUMA TRANKILIDAT TAMUNING		02013451	31	01/31/2019	13818.19	725.40	0.00	6.931	6.93	1	251.75	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	28	02/28/2019	14375.88	557.69	19.92	6.931	6.93	1	203.98	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	29	03/29/2019	14393.36	17.48	0.60	1.145	1.15	1	20.95	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	32	04/30/2019	14430.82	37.46	1.17	4.476	4.48	1	28.69	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	31	05/31/2019	14879.03	448.21	14.46	1.130	1.13	1	172.78	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	29	06/28/2019	15301.55	422.52	14.57	0.000	0.00	1	165.47	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02013451	18	07/17/2019	15496.11	194.56	10.81	1.130	1.13	1	170.58	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	14	07/31/2019	245.90	245.90	17.57	4.985	4.99	1	170.58	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	30	08/30/2019	725.04	479.14	15.97	2.923	2.92	1	181.59	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	31	09/30/2019	1135.50	410.46	13.24	2.930	2.93	1	162.03	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	31	10/31/2019	1541.53	406.04	13.10	3.271	3.27	1	160.77	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	29	11/29/2019	1927.35	385.82	0.00	3.120	3.12	1	155.01	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	32	12/31/2019	2329.49	402.14	12.57	4.632	4.63	1	159.66	ESGS-S
4G GUMA TRANKILIDAT TAMUNING		02811055	30	01/30/2020	2660.15	330.66	11.02	5.690	5.69	1	139.29	ESGS-S
TOTAL FOR: 1690033472												
5K GUMA TRANKILIDAT TAMUNING		02013454	29	01/29/2019	72115.73	696.32	24.01	3.624	3.62	1	243.46	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02013454	31	02/28/2019	72967.73	852.00	27.93	0.000	0.00	1	526.35	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02807191	28	03/29/2019	684.25	684.25	0.00	3.096	3.10	1	526.35	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02807191	32	04/30/2019	1498.54	814.29	25.45	2.983	2.98	1	277.08	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02807191	31	05/31/2019	2409.90	911.36	29.40	2.522	2.52	1	304.73	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02807191	28	06/28/2019	3252.37	842.47	30.09	2.573	2.57	1	285.10	ESGS-S
5K GUMA TRANKILIDAT TAMUNING		02807191	33	07/31/2019	4244.05	991.68	0.00	2.652	2.65	1	327.62	ESGS-S

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
5K GUMA TRANKILIDAT TAMUNING		02807191	30	08/30/2019	5101.26	857.21	28.57	2.628	2.63	1	289.30	ESGS-5
5K GUMA TRANKILIDAT TAMUNING		02807191	31	09/30/2019	5872.37	771.11	24.87	2.237	2.24	1	264.78	ESGS-5
5K GUMA TRANKILIDAT TAMUNING		02807191	31	10/31/2019	6466.51	594.14	0.00	2.374	2.37	1	214.36	ESGS-5
5K GUMA TRANKILIDAT TAMUNING		02807191	29	11/29/2019	7070.34	603.83	20.82	2.422	2.42	1	217.12	ESGS-5
5K GUMA TRANKILIDAT TAMUNING		02807191	32	12/31/2019	7941.67	871.33	0.00	3.110	3.11	1	293.33	ESGS-5
5K GUMA TRANKILIDAT TAMUNING		02807191	30	01/30/2020	8673.03	731.37	0.00	3.110	3.11	1	253.45	ESGS-5
TOTAL FOR: 1690033473												
1C GUMA TRANKILIDAT TAMUNING		02018181	1	01/02/2019	17023.64	0.00	0.00	0.000	0.00	1	105.37	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	29	01/31/2019	235.07	235.07	8.11	2.810	2.81	1	105.37	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	28	02/28/2019	675.90	440.83	15.74	4.162	4.16	1	170.68	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	29	03/29/2019	1231.79	555.89	19.17	2.306	2.31	1	203.46	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	32	04/30/2019	1858.47	626.68	19.58	2.923	2.92	1	223.63	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	31	05/31/2019	2464.18	605.71	19.54	2.645	2.65	1	217.66	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	28	06/28/2019	3043.08	578.90	20.68	1.562	1.56	1	210.02	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	33	07/31/2019	3691.86	648.78	19.66	4.183	4.18	1	229.93	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	30	08/30/2019	4291.63	599.76	19.99	3.850	3.85	1	215.96	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	31	09/30/2019	4943.96	652.34	21.04	3.684	3.68	1	230.94	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	31	10/31/2019	5524.14	580.18	18.72	2.033	2.03	1	210.38	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	29	11/29/2019	6009.39	485.25	16.73	2.090	2.09	1	183.34	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	32	12/31/2019	6592.01	582.62	18.21	3.444	3.44	1	211.08	ESGS-5
1C GUMA TRANKILIDAT TAMUNING		02806783	30	01/30/2020	7104.42	512.40	17.08	3.444	3.44	1	191.07	ESGS-5
TOTAL FOR: 1690033477												
2A GUMA TRANKILIDAT TAMUNING		02338137	31	01/31/2019	50705.88	480.29	0.00	4.752	4.75	1	181.92	ESGS-5
2A GUMA TRANKILIDAT TAMUNING		02338137	28	02/28/2019	50993.45	287.57	10.27	4.752	4.75	1	125.74	ESGS-5
TOTAL FOR: 1690033477												
											2,708.89	

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
ZA GUMA TRANKILUDAT TAMUNING		02338137	29	03/29/2019	51466.55	473.10	16.31	1.666	1.67	1	179.87	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	32	04/30/2019	52149.06	682.50	21.33	3.504	3.50	1	239.53	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	31	05/31/2019	52848.16	699.10	22.55	3.809	3.81	1	244.26	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	28	06/28/2019	53511.67	663.51	23.70	3.110	3.11	1	234.12	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	33	07/31/2019	54308.98	797.31	24.16	4.510	4.51	1	272.24	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	30	08/30/2019	54913.82	604.84	20.16	3.552	3.55	1	217.41	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	31	09/30/2019	55548.25	634.43	20.47	4.061	4.06	1	225.84	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	31	10/31/2019	56315.16	766.91	0.00	1.774	1.77	1	263.58	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	29	11/29/2019	57105.27	790.11	27.25	1.946	1.95	1	270.19	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	32	12/31/2019	57661.14	555.87	0.00	3.931	3.93	1	203.46	ESGS-5
ZA GUMA TRANKILUDAT TAMUNING		02338137	30	01/30/2020	58109.93	448.79	0.00	4.462	4.46	1	172.94	ESGS-5
TOTAL FOR: 1690033478												
											2,831.10	
3A GUMA TRANKILUDAT TAMUNING		02338135	31	01/31/2019	48398.69	980.22	0.00	0.000	0.00	1	324.34	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02338135	28	02/28/2019	48998.30	599.61	21.80	0.000	0.00	1	448.14	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	28	03/29/2019	672.70	672.70	0.00	6.590	6.59	1	448.14	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	32	04/30/2019	870.99	198.29	0.00	3.622	3.62	1	91.09	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	31	05/31/2019	1503.75	632.75	0.00	4.222	4.22	1	225.37	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	28	06/28/2019	2090.12	586.38	20.94	3.982	3.98	1	212.15	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	33	07/31/2019	2740.04	649.92	0.00	4.886	4.89	1	230.24	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	30	08/30/2019	3075.49	335.45	0.00	0.451	0.45	1	140.66	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	31	09/30/2019	3157.75	82.26	0.00	0.499	0.50	1	46.08	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	31	10/31/2019	3734.53	576.78	0.00	5.609	5.61	1	209.41	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	29	11/29/2019	4186.88	452.36	0.00	0.482	0.48	1	173.96	ESGS-5
3A GUMA TRANKILUDAT TAMUNING		02365489	32	12/31/2019	4265.63	78.74	2.46	1.025	1.03	1	44.72	ESGS-5

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
3A GUMA TRANKILIDAT TAMUNING		02365489	30	01/30/2020	4753.19	487.57	0.00	5.215	5.22	1	183.99	ESGS-S
TOTAL FOR: 1690033479												
4A GUMA TRANKILIDAT TAMUNING		02360893	31	01/31/2019	19247.84	600.84	19.38	4.301	4.30	1	216.27	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	28	02/28/2019	19736.49	488.65	17.45	4.145	4.15	1	184.30	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	29	03/29/2019	20287.68	551.20	0.00	3.540	3.54	1	202.13	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	32	04/30/2019	21002.52	714.84	0.00	2.047	2.05	1	248.74	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	31	05/31/2019	21727.66	725.14	0.00	2.938	2.94	1	251.68	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	28	06/28/2019	22410.14	682.48	0.00	1.560	1.56	1	239.52	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	33	07/31/2019	23219.05	808.91	24.51	4.526	4.53	1	275.55	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	30	08/30/2019	23920.79	701.74	0.00	3.427	3.43	1	245.02	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	31	09/30/2019	24695.20	774.41	0.00	5.431	5.43	1	265.72	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	29	11/29/2019	26303.98	803.86	0.00	2.995	3.00	1	274.41	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	32	12/31/2019	27160.37	856.39	26.76	4.294	4.29	1	274.10	ESGS-S
4A GUMA TRANKILIDAT TAMUNING		02360893	30	01/30/2020	27917.64	757.27	25.24	3.631	3.63	1	289.07	ESGS-S
TOTAL FOR: 1690033480												
4C GUMA TRANKILIDAT TAMUNING		02338150	31	01/31/2019	33648.43	675.56	21.79	3.230	3.23	1	237.55	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	27	02/27/2019	0.00	0.00	0.00	4.142	4.14	1	222.06	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	1	02/28/2019	34269.60	621.18	621.18	4.142	4.14	1	222.06	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	29	03/29/2019	34925.94	656.34	0.00	2.443	2.44	1	232.08	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	32	04/30/2019	35786.33	860.39	26.89	2.815	2.82	1	290.21	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	31	05/31/2019	36707.80	921.47	0.00	2.906	2.91	1	307.61	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	28	06/28/2019	37549.62	841.82	0.00	2.357	2.36	1	284.92	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	33	07/31/2019	38609.00	1059.38	0.00	3.466	3.47	1	346.90	ESGS-S

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
4C GUMA TRANKILIDAT TAMUNING		02338150	30	08/30/2019	39188.68	579.69	0.00	3.482	3.48	1	210.24	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	31	09/30/2019	39476.91	288.23	9.30	2.124	2.12	1	125.99	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	31	10/31/2019	39552.14	75.23	0.00	1.032	1.03	1	43.35	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	29	11/29/2019	39633.47	81.32	0.00	2.686	2.69	1	45.71	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	32	12/31/2019	39801.68	168.21	5.26	0.228	0.23	1	79.43	ESGS-S
4C GUMA TRANKILIDAT TAMUNING		02338150	30	01/30/2020	39842.65	40.97	1.37	0.233	0.23	1	30.05	ESGS-S
TOTAL FOR: 1690033481												
2H GUMA TRANKILIDAT TAMUNING		02015536	1	01/02/2019	32395.73	0.00	0.00	0.000	0.00	1	111.36	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	29	01/31/2019	250.50	250.50	0.00	3.098	3.10	1	111.36	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	28	02/28/2019	562.34	311.84	0.00	3.557	3.56	1	133.93	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	29	03/29/2019	1000.44	438.10	0.00	1.795	1.80	1	169.90	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	32	04/30/2019	1551.77	551.34	0.00	3.377	3.38	1	202.17	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	31	05/31/2019	2016.68	464.91	0.00	2.141	2.14	1	177.55	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	28	06/28/2019	2610.07	593.39	0.00	3.998	4.00	1	214.15	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	33	07/31/2019	3294.20	684.13	0.00	3.588	3.59	1	239.99	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	30	08/30/2019	3794.69	500.49	0.00	3.602	3.60	1	187.68	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	31	09/30/2019	4304.15	509.46	0.00	3.410	3.41	1	190.23	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	31	10/31/2019	4779.67	475.52	0.00	2.431	2.43	1	180.57	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	29	11/29/2019	5258.48	478.82	0.00	2.976	2.98	1	181.50	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	32	12/31/2019	5743.22	484.74	0.00	4.121	4.12	1	183.19	ESGS-S
2H GUMA TRANKILIDAT TAMUNING		02806707	30	01/30/2020	6154.66	411.44	0.00	4.133	4.13	1	162.31	ESGS-S
TOTAL FOR: 1690033482												
3H GUMA TRANKILIDAT TAMUNING		02363474	31	01/31/2019	2003.65	153.89	0.00	4.464	4.46	1	73.87	ESGS-S
3H GUMA TRANKILIDAT TAMUNING		02363474	28	02/28/2019	2139.81	136.16	0.00	1.094	1.09	1	66.99	ESGS-S
TOTAL FOR: 1690033482												
											2,445.89	

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
3H GUMA TRANKILIDAT TAMUNING		02363474	29	03/29/2019	2256.66	116.85	4.03	1.690	1.69	1	59.50	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	32	04/30/2019	2501.15	244.50	7.64	1.706	1.71	1	109.02	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	31	05/31/2019	2755.56	254.40	8.21	2.870	2.87	1	112.87	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	28	06/28/2019	3133.19	377.63	13.49	2.669	2.67	1	152.68	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	33	07/31/2019	3528.64	395.45	11.98	2.618	2.62	1	157.74	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	30	08/30/2019	3818.49	289.85	9.66	2.352	2.35	1	126.63	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	31	09/30/2019	3993.85	175.36	5.66	1.536	1.54	1	82.20	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	31	10/31/2019	4215.15	221.30	7.14	2.719	2.72	1	100.02	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	29	11/29/2019	4441.86	226.72	7.82	3.300	3.30	1	102.13	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	32	12/31/2019	4646.51	204.65	6.40	2.623	2.62	1	93.57	ESGS-5
3H GUMA TRANKILIDAT TAMUNING		02363474	30	01/30/2020	4827.65	181.14	6.04	5.525	5.53	1	84.45	ESGS-5
TOTAL FOR: 1699033483												
											1,321.67	
1G GUMA TRANKILIDAT TAMUNING		02007333	31	01/31/2019	37342.26	575.99	0.00	4.615	4.62	1	209.19	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	28	02/28/2019	37808.47	466.21	0.00	4.615	4.62	1	177.91	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	29	03/29/2019	38228.30	419.83	0.00	2.501	2.50	1	164.70	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	32	04/30/2019	38904.97	676.67	0.00	3.974	3.97	1	237.87	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	31	05/31/2019	39724.18	819.21	0.00	5.090	5.09	1	278.49	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	28	06/28/2019	40658.01	933.83	0.00	2.950	2.95	1	311.14	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	33	07/31/2019	41630.92	972.91	0.00	3.233	3.23	1	322.26	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	30	08/30/2019	42483.39	852.48	0.00	3.826	3.83	1	287.96	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	31	09/30/2019	43377.91	894.52	0.00	3.605	3.61	1	299.94	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	31	10/31/2019	44211.57	833.66	0.00	2.479	2.48	1	282.60	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	29	11/29/2019	45050.06	838.49	0.00	3.811	3.81	1	283.97	ESGS-5
1G GUMA TRANKILIDAT TAMUNING		02007333	32	12/31/2019	45866.99	816.93	0.00	4.502	4.50	1	277.82	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MUIT	BILLED \$\$	RATE BILLED
1G GUMA TRANKILIDAT TAMUNING		02007333	30	01/30/2020	46421.22	554.22	0.00	8.381	8.38	1	202.98	ESGS-5
TOTAL FOR: 1690033484											3,336.83	
2G GUMA TRANKILIDAT TAMUNING		02338125	1	01/02/2019	37914.96	0.00	0.00	0.000	0.00	1	168.12	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	29	01/31/2019	431.86	431.86	14.89	4.668	4.67	1	168.12	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	28	02/28/2019	806.62	374.76	0.00	6.322	6.32	1	151.86	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	29	03/29/2019	1221.23	414.62	0.00	5.578	5.58	1	163.22	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	32	04/30/2019	1738.76	517.53	0.00	3.994	3.99	1	192.52	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	31	05/31/2019	2234.29	495.53	0.00	4.308	4.31	1	186.26	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	28	06/28/2019	2736.47	502.19	0.00	3.036	3.04	1	188.16	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	33	07/31/2019	3247.04	510.57	0.00	3.598	3.60	1	190.54	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	30	08/30/2019	3642.49	395.45	0.00	2.858	2.86	1	157.74	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	31	09/30/2019	4020.57	378.08	0.00	2.815	2.82	1	152.80	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	29	11/29/2019	5012.96	492.48	0.00	4.063	4.06	1	185.39	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	32	12/31/2019	5572.32	559.36	17.48	4.142	4.14	1	204.45	ESGS-5
2G GUMA TRANKILIDAT TAMUNING		02806708	30	01/30/2020	6186.79	614.47	20.48	6.374	6.37	1	220.15	ESGS-5
TOTAL FOR: 1690033485											2,516.84	
3G GUMA TRANKILIDAT TAMUNING		02338126	31	01/31/2019	25162.80	579.42	0.00	3.694	3.69	1	210.17	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	28	02/28/2019	25684.42	521.62	0.00	5.587	5.59	1	193.71	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	29	03/29/2019	26193.56	509.14	0.00	3.670	3.67	1	190.14	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	32	04/30/2019	26794.64	601.08	18.78	3.566	3.57	1	216.34	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	31	05/31/2019	27421.49	626.84	20.22	3.492	3.49	1	223.68	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	28	06/28/2019	27925.72	504.23	18.01	3.374	3.37	1	188.74	ESGS-5
3G GUMA TRANKILIDAT TAMUNING		02338126	33	07/31/2019	28694.60	768.88	23.30	4.039	4.04	1	264.14	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
3G GUMA TRANKILUDAT TAMUNING		02338126	30	08/30/2019	29276.89	582.29	19.41	3.578	3.58	1	210.97	ESGS-S
3G GUMA TRANKILUDAT TAMUNING		02338126	31	09/30/2019	29839.51	562.62	18.15	3.758	3.76	1	205.38	ESGS-S
3G GUMA TRANKILUDAT TAMUNING		02338126	31	10/31/2019	30385.31	545.81	17.61	3.871	3.87	1	200.59	ESGS-S
3G GUMA TRANKILUDAT TAMUNING		02338126	29	11/29/2019	30907.60	522.29	18.01	3.036	3.04	1	193.89	ESGS-S
3G GUMA TRANKILUDAT TAMUNING		02338126	32	12/31/2019	31475.26	567.66	0.00	3.775	3.78	1	206.81	ESGS-S
3G GUMA TRANKILUDAT TAMUNING		02338126	30	01/30/2020	31983.00	507.74	0.00	3.948	3.95	1	189.74	ESGS-S
TOTAL FOR: 1690033486												
											2,694.30	
2F GUMA TRANKILUDAT TAMUNING		02801536	31	01/31/2019	14765.89	797.28	25.72	5.563	5.56	1	272.22	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	28	02/28/2019	15525.66	759.77	27.13	3.763	3.76	1	261.55	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	29	03/29/2019	16391.21	865.54	29.85	3.382	3.38	1	291.67	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	32	04/30/2019	17433.10	1041.89	32.56	4.409	4.41	1	341.92	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	31	05/31/2019	18457.83	1024.73	33.06	3.571	3.57	1	337.03	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	28	06/28/2019	19425.54	967.71	34.56	5.417	5.42	1	320.78	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	33	07/31/2019	20506.46	1080.92	32.76	4.606	4.61	1	353.04	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	30	08/30/2019	21417.20	910.74	30.36	5.114	5.11	1	304.55	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	31	09/30/2019	22371.51	954.30	30.78	5.165	5.17	1	316.96	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	31	10/31/2019	23295.58	924.07	29.81	5.249	5.25	1	308.35	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	29	11/29/2019	24263.81	968.24	33.39	5.182	5.18	1	320.93	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	32	12/31/2019	25301.24	1037.43	32.42	3.463	3.46	1	340.65	ESGS-S
2F GUMA TRANKILUDAT TAMUNING		02801536	30	01/30/2020	26235.59	934.35	31.14	6.473	6.47	1	311.29	ESGS-S
TOTAL FOR: 1690033487												
											4,080.94	
1F GUMA TRANKILUDAT TAMUNING		02013453	31	01/31/2019	54321.98	402.23	12.98	4.694	4.69	1	159.68	ESGS-S
1F GUMA TRANKILUDAT TAMUNING		02013453	28	02/28/2019	54699.04	377.05	13.47	5.251	5.25	1	152.51	ESGS-S
1F GUMA TRANKILUDAT TAMUNING		02013453	29	03/29/2019	55133.68	434.65	14.99	2.998	3.00	1	168.92	ESGS-S

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
IF GUMA TRANKILUDAT	TAMUNING	02013453	32	04/30/2019	55669.67	535.99	16.75	5.534	5.53	1	197.79	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	31	05/31/2019	56277.88	608.21	19.62	3.362	3.36	1	218.37	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	28	06/28/2019	56879.03	601.15	21.47	3.017	3.02	1	216.36	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	33	07/31/2019	57586.32	707.29	21.43	4.440	4.44	1	246.59	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	30	08/30/2019	58151.24	564.92	18.83	2.587	2.59	1	206.03	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	31	09/30/2019	58665.55	514.31	16.59	4.565	4.57	1	191.61	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	31	10/31/2019	58971.24	305.70	9.86	2.350	2.35	1	132.18	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	29	11/29/2019	59496.12	524.88	18.10	5.249	5.25	1	194.62	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	32	12/31/2019	60067.93	571.80	17.87	3.696	3.70	1	208.00	ESGS-5
IF GUMA TRANKILUDAT	TAMUNING	02013453	30	01/30/2020	60550.49	482.57	16.09	5.232	5.23	1	182.57	ESGS-5
						TOTAL FOR: 1690034488				2,475.23		
48 GUMA TRANKILUDAT	TAMUNING	02018190	30	01/30/2019	28918.59	391.95	13.06	2.909	2.91	1	156.76	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	29	02/28/2019	29257.32	338.73	11.68	2.177	2.18	1	141.60	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	29	03/29/2019	29687.16	429.84	14.82	2.784	2.78	1	167.55	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	32	04/30/2019	30146.09	458.93	14.34	2.448	2.45	1	175.84	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	31	05/31/2019	30633.35	487.26	15.72	2.518	2.52	1	183.91	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	28	06/28/2019	31102.05	468.70	16.74	2.021	2.02	1	178.62	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02018190	21	07/19/2019	31429.65	327.60	15.60	2.021	2.02	1	174.56	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	12	07/31/2019	126.84	126.84	0.00	1.759	1.76	1	174.56	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	30	08/30/2019	537.86	411.02	0.00	2.023	2.02	1	162.20	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	31	09/30/2019	1028.25	490.39	0.00	2.446	2.45	1	184.80	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	31	10/31/2019	1519.99	491.74	0.00	1.090	1.09	1	185.19	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	29	11/29/2019	1947.48	427.49	0.00	0.864	0.86	1	166.88	ESGS-5
48 GUMA TRANKILUDAT	TAMUNING	02810793	32	12/31/2019	2372.68	425.20	0.00	2.434	2.43	1	166.23	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
48 GUMA TRANKILIDAT TAMUNING		02810793	30	01/30/2020	2813.59	440.90	0.00	2.969	2.97	1	170.71	ESGS-5
TOTAL FOR: 1690033489											2,389.41	
2D GUMA TRANKILIDAT TAMUNING		02338149	31	01/31/2019	9592.37	199.09	6.42	3.110	3.11	1	91.41	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02338149	28	02/28/2019	9761.38	169.01	6.04	3.110	3.11	1	79.74	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02338149	30	03/29/2019	9880.57	119.19	3.97	0.000	0.00	1	60.40	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02338149	32	04/30/2019	10012.09	131.52	4.11	0.000	0.00	1	65.20	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02338149	22	05/23/2019	10106.62	94.53	4.30	3.110	3.11	1	72.34	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	8	05/31/2019	55.40	55.40	6.93	0.000	0.00	1	72.34	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	28	06/28/2019	280.96	225.57	8.06	1.277	1.28	1	101.68	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	33	07/31/2019	578.81	297.85	9.03	2.407	2.41	1	129.72	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	30	08/30/2019	805.25	226.44	7.55	2.863	2.86	1	102.02	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	31	09/30/2019	1031.90	226.65	7.31	2.563	2.56	1	102.10	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	31	10/31/2019	1236.18	204.28	0.00	2.167	2.17	1	93.42	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	29	11/29/2019	1430.37	194.19	6.70	1.363	1.36	1	89.50	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	32	12/31/2019	1653.89	223.52	6.98	2.234	2.23	1	100.89	ESGS-5
2D GUMA TRANKILIDAT TAMUNING		02809759	30	01/30/2020	1823.67	169.78	5.66	4.358	4.36	1	80.03	ESGS-5
TOTAL FOR: 1690033490											1,240.79	
3D GUMA TRANKILIDAT TAMUNING		02802687	31	01/31/2019	2638.37	187.73	6.06	4.687	4.69	1	87.00	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	28	02/28/2019	2892.80	254.43	9.09	3.521	3.52	1	112.88	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	29	03/29/2019	3159.03	266.23	9.18	3.581	3.58	1	117.45	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	32	04/30/2019	3394.53	235.51	7.36	3.917	3.92	1	105.55	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	31	05/31/2019	3690.10	295.56	9.53	3.581	3.58	1	128.84	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	28	06/28/2019	3966.71	276.61	9.88	2.983	2.98	1	121.48	ESGS-5
3D GUMA TRANKILIDAT TAMUNING		02802687	33	07/31/2019	4267.35	300.64	9.11	3.960	3.96	1	130.74	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
3D GUMA TRANKILIDAT TAMUNING		02802687	30	08/30/2019	4553.08	285.74	9.52	3.125	3.13	1	125.03	ESGS-S
3D GUMA TRANKILIDAT TAMUNING		02802687	31	09/30/2019	4737.33	184.24	5.94	1.445	1.45	1	85.64	ESGS-S
3D GUMA TRANKILIDAT TAMUNING		02802687	31	10/31/2019	5014.22	276.89	8.93	1.754	1.75	1	121.59	ESGS-S
3D GUMA TRANKILIDAT TAMUNING		02802687	29	11/29/2019	5306.39	292.17	10.07	4.224	4.22	1	127.52	ESGS-S
3D GUMA TRANKILIDAT TAMUNING		02802687	32	12/31/2019	5612.51	306.12	9.57	2.105	2.11	1	132.30	ESGS-S
3D GUMA TRANKILIDAT TAMUNING		02802687	30	01/30/2020	5815.77	203.26	6.78	4.831	4.83	1	93.03	ESGS-S
TOTAL FOR: 1690033491											1,489.05	
4D GUMA TRANKILIDAT TAMUNING		02363163	31	01/31/2019	4258.64	442.69	0.00	5.453	5.45	1	171.21	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	28	02/28/2019	4635.52	376.88	0.00	3.250	3.25	1	152.46	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	29	03/29/2019	4993.46	357.93	0.00	3.053	3.05	1	147.07	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	32	04/30/2019	5416.30	422.84	0.00	3.252	3.25	1	165.56	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	31	05/31/2019	5907.10	490.80	0.00	2.028	2.03	1	184.92	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	28	06/28/2019	6277.39	370.29	0.00	3.120	3.12	1	150.58	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	33	07/31/2019	6665.06	387.68	0.00	1.675	1.68	1	155.54	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	30	08/30/2019	6880.57	215.50	0.00	2.122	2.12	1	97.77	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	31	09/30/2019	7168.30	287.73	0.00	3.144	3.14	1	125.80	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	31	10/31/2019	7492.76	324.46	0.00	3.336	3.34	1	137.54	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	29	11/29/2019	7844.19	351.43	0.00	2.784	2.78	1	145.22	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	32	12/31/2019	8126.95	282.76	0.00	2.162	2.16	1	123.87	ESGS-S
4D GUMA TRANKILIDAT TAMUNING		02363163	30	01/30/2020	8591.69	464.74	0.00	5.580	5.58	1	177.49	ESGS-S
TOTAL FOR: 1690033492											1,935.03	
6D GUMA TRANKILIDAT TAMUNING		02018180	31	01/31/2019	23645.63	314.79	10.15	5.364	5.36	1	134.77	ESGS-S
6D GUMA TRANKILIDAT TAMUNING		02018180	28	02/28/2019	23915.17	269.54	9.63	5.364	5.36	1	118.74	ESGS-S
6D GUMA TRANKILIDAT TAMUNING		02018180	29	03/29/2019	24277.22	362.05	12.48	2.556	2.56	1	148.23	ESGS-S

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LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
6D GUMA TRANKILIDAT TAMUNING		02018180	32	04/30/2019	24643.24	366.02	11.44	4.010	4.01	1	149.37	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	31	05/31/2019	25037.64	394.40	0.00	3.833	3.83	1	157.45	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	28	06/28/2019	25370.38	332.75	0.00	1.766	1.77	1	139.89	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	33	07/31/2019	25598.19	227.81	6.90	0.804	0.80	1	102.56	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	30	08/30/2019	25696.01	97.82	3.26	0.886	0.89	1	52.11	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	31	09/30/2019	25864.41	168.41	5.43	3.072	3.07	1	79.51	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	31	10/31/2019	26193.38	328.96	10.61	2.340	2.34	1	138.81	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	29	11/29/2019	26575.64	382.26	0.00	4.937	4.94	1	154.00	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	32	12/31/2019	26945.72	370.08	11.56	3.223	3.22	1	150.52	ESGS-5
6D GUMA TRANKILIDAT TAMUNING		02018180	30	01/30/2020	27277.46	331.74	11.06	3.893	3.89	1	139.61	ESGS-5
					TOTAL FOR: 1690033493						1,665.57	
5E GUMA TRANKILIDAT TAMUNING		02364987	31	01/31/2019	6136.54	439.95	0.00	4.920	4.92	1	170.43	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	28	02/28/2019	6494.55	358.01	0.00	4.920	4.92	1	147.09	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	29	03/29/2019	6877.35	382.80	0.00	2.736	2.74	1	154.15	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	32	04/30/2019	7391.04	513.69	16.05	4.044	4.04	1	191.43	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	31	05/31/2019	7893.98	502.94	16.22	2.882	2.88	1	188.37	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	28	06/28/2019	8320.68	426.70	0.00	2.340	2.34	1	166.66	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	33	07/31/2019	8781.28	460.61	0.00	2.251	2.25	1	176.33	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	30	08/30/2019	8817.41	36.13	0.00	0.010	0.01	1	28.17	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	31	09/30/2019	8823.11	5.71	0.00	0.010	0.01	1	16.38	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	29	10/31/2019	8831.01	7.90	0.00	0.022	0.02	1	17.22	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	31	11/29/2019	8844.29	13.27	0.00	2.873	2.87	1	19.31	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	32	12/31/2019	8956.97	112.69	0.00	2.489	2.49	1	57.88	ESGS-5
5E GUMA TRANKILIDAT TAMUNING		02364987	30	01/30/2020	9040.90	83.93	0.00	5.105	5.11	1	46.73	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
4E GUMA TRANKILIDAT TAMUNING		02338146	31	01/31/2019	35074.63	450.05	14.52	4.032	4.03	1	1,380.15	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	28	02/28/2019	35496.16	421.54	15.05	4.032	4.03	1	165.19	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	29	03/29/2019	36016.71	520.55	17.95	3.830	3.83	1	193.39	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	32	04/30/2019	36673.15	656.44	20.51	3.449	3.45	1	232.10	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	31	05/31/2019	37390.52	717.37	23.14	3.816	3.82	1	249.46	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	28	06/28/2019	38096.88	706.37	25.23	2.830	2.83	1	246.33	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	33	07/31/2019	38872.31	775.42	23.50	3.482	3.48	1	266.00	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	30	08/30/2019	39449.81	577.51	19.25	3.010	3.01	1	209.62	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	31	09/30/2019	39970.22	520.41	16.79	3.312	3.31	1	193.35	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	31	10/31/2019	40450.00	479.78	15.48	2.573	2.57	1	181.78	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	29	11/29/2019	40952.42	502.42	17.32	3.259	3.26	1	188.22	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	32	12/31/2019	41521.40	568.98	17.78	3.670	3.67	1	207.19	ESGS-5
4E GUMA TRANKILIDAT TAMUNING		02338146	30	01/30/2020	42017.79	496.40	16.55	3.670	3.67	1	186.51	ESGS-5
TOTAL FOR: 1690033495												
1E GUMA TRANKILIDAT TAMUNING		02362309	31	01/31/2019	10673.60	253.77	8.19	4.066	4.07	1	112.62	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	28	02/28/2019	10930.46	256.86	9.17	3.437	3.44	1	113.83	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	29	03/29/2019	11297.87	367.41	12.67	2.707	2.71	1	149.77	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	32	04/30/2019	11677.28	379.42	11.86	2.441	2.44	1	153.18	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	31	05/31/2019	11787.68	110.40	3.56	1.915	1.92	1	57.00	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	28	06/28/2019	12190.78	403.10	14.40	2.854	2.85	1	159.92	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	33	07/31/2019	12722.51	531.73	16.11	3.110	3.11	1	196.58	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	30	08/30/2019	13132.04	409.53	13.65	3.528	3.53	1	161.76	ESGS-5
1E GUMA TRANKILIDAT TAMUNING		02362309	31	09/30/2019	13525.72	393.68	12.70	3.449	3.45	1	157.25	ESGS-5
TOTAL FOR: 1690033495												
											2,692.46	

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
1E GUMA TRANKILUDAT TAMUNING		02362309	31	10/31/2019	13947.13	421.41	13.59	2.203	2.20	1	165.15	ESGS-5
1E GUMA TRANKILUDAT TAMUNING		02362309	29	11/29/2019	14338.47	391.34	13.49	4.445	4.45	1	156.58	ESGS-5
1E GUMA TRANKILUDAT TAMUNING		02362309	32	12/31/2019	14704.26	365.79	11.43	2.242	2.24	1	149.30	ESGS-5
1E GUMA TRANKILUDAT TAMUNING		02362309	30	01/30/2020	14993.13	288.87	9.63	5.042	5.04	1	126.25	ESGS-5
TOTAL FOR: 1690033496											1,859.19	
4K GUMA TRANKILUDAT TAMUNING		02013452	30	01/30/2019	43490.33	38.32	1.28	3.722	3.72	1	29.03	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	29	02/28/2019	43509.48	19.14	0.66	3.722	3.72	1	21.58	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	29	03/29/2019	43705.17	195.70	6.75	3.415	3.42	1	90.10	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	32	04/30/2019	43941.22	236.05	7.38	4.212	4.21	1	105.75	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	30	05/30/2019	44170.93	229.71	7.66	2.916	2.92	1	103.29	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	29	06/28/2019	44350.12	179.19	6.18	1.673	1.67	1	83.69	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	33	07/31/2019	44434.23	84.11	2.55	1.718	1.72	1	46.79	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	29	08/29/2019	44499.53	65.30	2.25	4.106	4.11	1	39.49	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	32	09/30/2019	44558.04	58.51	1.83	1.829	1.83	1	36.85	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	31	10/31/2019	44632.02	73.98	2.39	1.718	1.72	1	42.87	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	29	11/29/2019	44693.86	61.84	2.13	1.644	1.64	1	38.15	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	32	12/31/2019	44758.63	64.77	0.00	1.675	1.68	1	39.29	ESGS-5
4K GUMA TRANKILUDAT TAMUNING		02013452	30	01/30/2020	44807.02	48.40	0.00	2.035	2.04	1	32.95	ESGS-5
TOTAL FOR: 1690033497											709.83	
5J GUMA TRANKILUDAT TAMUNING		02013450	31	01/31/2019	36790.15	504.73	16.28	4.349	4.35	1	188.89	ESGS-5
5J GUMA TRANKILUDAT TAMUNING		02013450	28	02/28/2019	37232.06	441.90	15.78	4.349	4.35	1	170.98	ESGS-5
5J GUMA TRANKILUDAT TAMUNING		02013450	29	03/29/2019	37710.40	478.34	16.49	1.968	1.97	1	181.36	ESGS-5
5J GUMA TRANKILUDAT TAMUNING		02013450	32	04/30/2019	38254.91	544.52	17.02	2.458	2.46	1	200.22	ESGS-5
5J GUMA TRANKILUDAT TAMUNING		02013450	31	05/31/2019	38801.69	546.77	17.64	2.470	2.47	1	200.86	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
SI GUMA TRANKILUDAT TAMUNING		02013450	28	06/28/2019	39302.22	500.54	17.88	1.226	1.23	1	187.69	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	33	07/31/2019	39854.36	552.14	16.73	2.383	2.38	1	202.39	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	30	08/30/2019	40305.30	450.94	15.03	2.815	2.82	1	173.56	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	31	09/30/2019	40780.84	475.54	15.34	2.162	2.16	1	180.57	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	31	10/31/2019	41263.43	482.59	15.57	2.002	2.00	1	182.59	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	29	11/29/2019	41728.69	465.26	16.04	2.909	2.91	1	177.64	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	32	12/31/2019	42287.28	558.59	17.46	3.019	3.02	1	204.23	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013450	30	01/30/2020	42822.50	535.22	17.84	3.701	3.70	1	197.57	ESGS-S
TOTAL FOR: 1690033498											2,448.55	
SI GUMA TRANKILUDAT TAMUNING		02013446	31	01/31/2019	13696.54	231.58	7.47	3.437	3.44	1	104.02	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	28	02/28/2019	13910.48	213.94	7.64	3.437	3.44	1	97.17	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	29	03/29/2019	14120.81	210.33	7.25	2.124	2.12	1	95.77	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	32	04/30/2019	14361.19	240.38	0.00	2.450	2.45	1	107.43	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	31	05/31/2019	14590.33	229.14	0.00	3.710	3.71	1	103.06	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	29	06/28/2019	14795.29	204.96	0.00	0.000	0.00	1	93.68	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02013446	18	07/17/2019	14936.01	140.73	0.00	3.710	3.71	1	111.07	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	14	07/31/2019	109.03	109.03	0.00	3.504	3.50	1	111.07	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	30	08/30/2019	335.40	226.38	0.00	2.563	2.56	1	102.00	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	31	09/30/2019	562.19	226.78	0.00	1.860	1.86	1	102.15	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	31	10/31/2019	796.62	234.43	0.00	1.810	1.81	1	105.12	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	29	11/29/2019	1008.09	211.47	0.00	2.858	2.86	1	96.21	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	32	12/31/2019	1243.50	235.41	0.00	2.846	2.85	1	105.50	ESGS-S
SI GUMA TRANKILUDAT TAMUNING		02811054	30	01/30/2020	1459.31	215.81	0.00	3.115	3.12	1	97.90	ESGS-S
TOTAL FOR: 1690033499											1,432.15	

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	31	01/31/2019	10810.76	1475.27	47.59	14.734	14.73	1	465.39	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	28	02/28/2019	12202.12	1391.35	49.69	14.734	14.73	1	441.47	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	29	03/29/2019	13509.09	1306.98	45.07	12.977	12.98	1	417.44	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	32	04/30/2019	14824.49	1315.40	41.11	9.634	9.63	1	419.84	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	31	05/31/2019	16113.20	1288.71	41.57	8.232	8.23	1	412.24	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	28	06/28/2019	17239.94	1126.74	40.24	8.251	8.25	1	366.09	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	33	07/31/2019	18649.81	1409.88	42.72	12.528	12.53	1	446.75	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	30	08/30/2019	19807.75	1157.93	38.60	9.482	9.48	1	374.97	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	31	09/30/2019	21209.90	1402.15	45.23	16.123	16.12	1	444.55	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	31	10/31/2019	22669.66	1459.76	47.09	7.018	7.02	1	460.97	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	29	11/29/2019	24005.66	1336.00	0.00	10.006	10.01	1	425.71	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	32	12/31/2019	25463.55	1457.89	45.56	8.030	8.03	1	460.44	ESGS-5
LAUNDRY ROOM GUMA TRANKILIDAT TAMUN		02338121	30	01/30/2020	26901.67	1438.12	0.00	12.811	12.81	1	454.80	ESGS-5
TOTAL FOR: 1690033500											5,590.66	
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	31	01/31/2019	31167.38	10.28	0.00	0.014	0.01	1	18.14	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	28	02/28/2019	31176.66	9.28	0.00	0.014	0.01	1	17.75	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	28	03/28/2019	31185.92	9.26	0.00	0.014	0.01	1	17.74	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	2	03/29/2019	31186.25	0.33	0.00	0.000	0.00	1	0.60	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	32	04/30/2019	31196.81	10.56	0.00	0.000	0.00	1	18.24	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16001585	22	05/23/2019	31204.40	7.59	0.00	0.014	0.01	1	18.03	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16002155	8	05/31/2019	2.42	2.42	0.00	0.000	0.00	1	18.03	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16002155	28	06/28/2019	11.64	9.22	0.00	0.014	0.01	1	17.73	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16002155	33	07/31/2019	2121.70	2110.07	0.00	7.953	7.95	1	654.98	ESGS-5
SEWAGE PUMP @ GUMA TRANKILIDAT TAMU		16002155	30	08/30/2019	6024.66	3902.96	0.00	4.475	4.48	1	1,153.37	ESGS-5

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
SEWAGE PUMP @ GUMA TRANKLUDAT TAMUN		16002155	31	09/30/2019	9314.24	3289.58	0.00	4.544	4.54	1	982.86	ESGS-5
SEWAGE PUMP @ GUMA TRANKLUDAT TAMUN		16002155	31	10/31/2019	9685.67	371.44	0.00	0.023	0.02	1	157.72	ESGS-5
SEWAGE PUMP @ GUMA TRANKLUDAT TAMUN		16002155	29	11/29/2019	9701.62	15.95	0.00	0.023	0.02	1	20.32	ESGS-5
SEWAGE PUMP @ GUMA TRANKLUDAT TAMUN		16002155	32	12/31/2019	9708.05	6.43	0.20	0.000	0.00	1	16.65	ESGS-5
SEWAGE PUMP @ GUMA TRANKLUDAT TAMUN		16002155	30	01/30/2020	9708.43	0.37	0.00	0.392	0.39	1	14.30	ESGS-5
TOTAL FOR: 1690033501											3,126.46	
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	31	01/31/2019	85514.44	1203.89	0.00	7.985	7.99	1	388.07	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	28	02/28/2019	86622.67	1108.22	0.00	7.985	7.99	1	360.81	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	29	03/29/2019	87954.83	1332.17	0.00	3.667	3.67	1	424.62	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	32	04/30/2019	89542.29	1587.45	0.00	4.596	4.60	1	497.34	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	31	05/31/2019	91185.82	1643.53	0.00	3.878	3.88	1	513.32	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	28	06/28/2019	92803.80	1617.98	57.79	3.010	3.01	1	506.04	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	33	07/31/2019	94638.17	1834.37	0.00	4.020	4.02	1	567.69	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	30	08/30/2019	96108.35	1470.19	0.00	4.572	4.57	1	463.94	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	31	09/30/2019	97671.47	1563.11	50.42	4.591	4.59	1	490.41	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	31	10/31/2019	99097.58	1426.11	0.00	4.762	4.76	1	451.38	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	29	11/29/2019	550.34	1452.76	50.10	4.368	4.37	1	458.97	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	32	12/31/2019	2027.08	1476.74	0.00	5.602	5.60	1	465.81	ESGS-5
SENIOR CENTER GUMA TRANKLUDAT TAMUN		02338122	30	01/30/2020	3331.57	1304.49	0.00	6.689	6.69	1	416.73	ESGS-5
TOTAL FOR: 1690033502											6,005.13	
ZB GUMA TRANKLUDAT TAMUNING		02018193	31	01/31/2019	47284.17	579.40	0.00	5.393	5.39	1	210.16	ESGS-5
ZB GUMA TRANKLUDAT TAMUNING		02018193	28	02/28/2019	47757.88	473.71	0.00	5.398	5.40	1	180.05	ESGS-5
ZB GUMA TRANKLUDAT TAMUNING		02018193	29	03/29/2019	48344.58	586.70	0.00	4.171	4.17	1	212.24	ESGS-5
ZB GUMA TRANKLUDAT TAMUNING		02018193	32	04/30/2019	49135.46	790.87	0.00	5.182	5.18	1	270.41	ESGS-5

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
28 GUMA TRANKIUIDAT TAMUNING		02018193	31	05/31/2019	50005.97	870.51	0.00	4.814	4.81	1	293.10	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	28	06/28/2019	50844.69	838.72	0.00	3.818	3.82	1	284.04	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	33	07/31/2019	51822.13	977.44	0.00	2.995	3.00	1	323.56	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	30	08/30/2019	52593.19	771.06	0.00	4.555	4.56	1	264.76	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	31	09/30/2019	53386.21	793.02	0.00	4.073	4.07	1	271.02	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	31	10/31/2019	54225.65	839.44	0.00	3.509	3.51	1	284.24	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	29	11/29/2019	55006.93	781.28	26.94	3.725	3.73	1	267.68	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	32	12/31/2019	55828.72	821.79	0.00	5.580	5.58	1	279.21	ESGS-5
28 GUMA TRANKIUIDAT TAMUNING		02018193	30	01/30/2020	56446.18	617.45	0.00	5.580	5.58	1	221.00	ESGS-5
TOTAL FOR: 1690033503												
											3,361.47	
3E GUMA TRANKIUIDAT TAMUNING		02360894	31	01/31/2019	22271.57	592.28	19.11	4.438	4.44	1	213.82	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	28	02/28/2019	22734.99	463.41	16.55	2.282	2.28	1	177.11	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	29	03/29/2019	23224.14	489.16	16.87	2.304	2.30	1	184.45	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	32	04/30/2019	23814.22	590.08	0.00	3.326	3.33	1	213.21	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	31	05/31/2019	24365.57	551.35	0.00	3.691	3.69	1	202.17	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	28	06/28/2019	24971.16	605.59	0.00	3.014	3.01	1	217.62	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	33	07/31/2019	25596.98	625.82	0.00	2.995	3.00	1	223.39	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	30	08/30/2019	26113.20	516.22	0.00	2.412	2.41	1	192.16	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	31	09/30/2019	26629.64	516.44	0.00	3.691	3.69	1	192.22	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	31	10/31/2019	27147.34	517.70	16.70	1.634	1.63	1	192.58	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	29	11/29/2019	27707.24	559.90	0.00	2.611	2.61	1	204.60	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	32	12/31/2019	28339.97	632.73	19.77	2.542	2.54	1	225.35	ESGS-5
3E GUMA TRANKIUIDAT TAMUNING		02360894	30	01/30/2020	28870.59	530.62	17.69	3.902	3.90	1	196.26	ESGS-5
TOTAL FOR: 1690033504											2,634.94	

GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
2K GUMA TRANKILUDAT TAMUNING		02013518	31	01/31/2019	27698.13	699.44	0.00	5.138	5.14	1	244.35	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	28	02/28/2019	28417.80	719.67	0.00	3.346	3.35	1	250.12	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	29	03/29/2019	29210.28	792.49	0.00	4.234	4.23	1	270.87	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	32	04/30/2019	30188.08	977.80	0.00	4.346	4.35	1	323.66	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	31	05/31/2019	31272.38	1084.29	0.00	3.689	3.69	1	354.00	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	28	06/28/2019	32280.14	1007.76	0.00	3.026	3.03	1	332.19	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	33	07/31/2019	33467.75	1187.61	0.00	3.331	3.33	1	383.43	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	30	08/30/2019	34532.28	1064.53	0.00	2.671	2.67	1	348.37	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	31	09/30/2019	35626.81	1094.54	0.00	3.878	3.88	1	356.91	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	31	10/31/2019	36727.76	1100.95	0.00	3.516	3.52	1	358.74	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	29	11/29/2019	37740.45	1012.69	0.00	3.118	3.12	1	333.60	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	32	12/31/2019	38843.89	1103.44	0.00	3.060	3.06	1	359.46	ESGS-S
2K GUMA TRANKILUDAT TAMUNING		02013518	30	01/30/2020	39826.88	982.99	0.00	4.757	4.76	1	325.14	ESGS-S
TOTAL FOR: 1690033505					45422.21	0.00	0.00	0.000	0.00	1	51.57	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	29	01/31/2019	96.40	96.40	0.00	4.786	4.79	1	51.57	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	28	02/28/2019	338.00	241.60	0.00	5.837	5.84	1	107.89	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	29	03/29/2019	406.16	68.16	0.00	1.481	1.48	1	40.60	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	32	04/30/2019	1036.04	629.88	0.00	3.413	3.41	1	224.54	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	31	05/31/2019	1774.71	738.67	0.00	2.616	2.62	1	255.53	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	28	06/28/2019	2536.36	761.65	0.00	3.317	3.32	1	262.09	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	33	07/31/2019	3380.51	844.15	0.00	3.374	3.37	1	285.59	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	30	08/30/2019	4007.40	626.89	0.00	1.546	1.55	1	223.69	ESGS-S
3B GUMA TRANKILUDAD TAMUNING		02806782	31	09/30/2019	4251.85	244.45	0.00	2.155	2.16	1	109.00	ESGS-S

**GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS**

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
38 GUMA TRANKILUDAT	TAMUNING	02806782	31	10/31/2019	4526.93	275.09	0.00	1.735	1.74	1	120.90	ESGS-S
38 GUMA TRANKILUDAT	TAMUNING	02806782	29	11/29/2019	4830.85	303.92	10.48	2.059	2.06	1	131.68	ESGS-S
38 GUMA TRANKILUDAT	TAMUNING	02806782	32	12/31/2019	5151.64	320.79	0.00	2.822	2.82	1	136.49	ESGS-S
38 GUMA TRANKILUDAT	TAMUNING	02806782	30	01/30/2020	5456.50	304.87	0.00	3.199	3.20	1	131.94	ESGS-S
TOTAL FOR: 1690033506											2,133.08	
41 GUMA TRANKILUDAT	TAMUNING	02361418	31	01/31/2019	3477.72	413.83	13.35	4.140	4.14	1	162.98	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	28	02/28/2019	3844.30	366.59	13.09	4.140	4.14	1	149.52	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	29	03/29/2019	4243.10	398.80	13.75	2.006	2.01	1	158.70	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	32	04/30/2019	4724.12	481.02	0.00	2.496	2.50	1	182.13	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	31	05/31/2019	5179.56	455.45	0.00	3.190	3.19	1	174.85	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	28	06/28/2019	5654.47	474.91	0.00	2.162	2.16	1	180.38	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	33	07/31/2019	6185.61	531.14	16.10	3.415	3.42	1	196.40	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	30	08/30/2019	6623.93	438.32	0.00	2.400	2.40	1	169.97	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	31	09/30/2019	7078.50	454.58	0.00	4.138	4.14	1	174.60	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	31	10/31/2019	7597.16	518.65	16.73	2.971	2.97	1	192.86	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	29	11/29/2019	8004.75	407.60	0.00	2.246	2.25	1	161.22	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	32	12/31/2019	8194.74	189.99	5.94	0.696	0.70	1	87.87	ESGS-S
41 GUMA TRANKILUDAT	TAMUNING	02361418	30	01/30/2020	8358.23	163.50	5.45	0.775	0.78	1	77.60	ESGS-S
TOTAL FOR: 1690033507											2,069.08	
SINAJANA (ADMIN OFFICE)	TAMUNING	09000526	31	01/31/2019	16519.33	19122.32	0.00	0.670	53.60	80	5,764.22	ESGSD-K
SINAJANA (ADMIN OFFICE)	TAMUNING	09000526	28	02/28/2019	16752.06	18618.24	0.00	0.670	53.60	80	5,642.90	ESGSD-K
SINAJANA (ADMIN OFFICE)	TAMUNING	09000526	29	03/29/2019	17009.15	20567.36	0.00	0.674	53.92	80	6,114.72	ESGSD-K
SINAJANA (ADMIN OFFICE)	TAMUNING	09000526	32	04/30/2019	17306.83	23813.76	0.00	0.691	55.28	80	6,907.53	ESGSD-K
SINAJANA (ADMIN OFFICE)	TAMUNING	09000526	31	05/31/2019	17609.20	24189.92	0.00	0.721	57.68	80	7,018.30	ESGSD-K

**GUAM POWER AUTHORITY
ACCOUNT LOAD ANALYSIS**

Account No.: 1699407298
Customer Name: GHURA

LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$	RATE BILLED
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	28	06/28/2019	17884.07	21989.92	0.00	0.703	56.24	80	6,476.66	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	33	07/31/2019	18195.58	24920.48	0.00	0.710	56.80	80	7,186.71	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	30	08/30/2019	18472.59	22160.96	0.00	0.713	57.04	80	6,524.57	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	31	09/30/2019	18750.21	22209.84	0.00	0.682	54.56	80	6,515.43	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	31	10/31/2019	19040.63	23233.52	0.00	0.722	57.76	80	6,788.78	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	29	11/29/2019	19304.12	21078.80	0.00	0.708	56.64	80	6,260.75	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	32	12/31/2019	19585.10	22478.80	0.00	0.707	56.56	80	6,597.03	ESGD-K
SINALANA (ADMIN OFFICE)	TAMUNING	09000526	30	01/30/2020	19856.56	21716.88	0.00	0.736	58.88	80	6,433.21	ESGD-K
TOTAL FOR: 1690033508											84,230.81	
3F GUMA TRANKILUDAT	TAMUNING	02800517	31	01/31/2019	11109.19	495.98	16.00	4.939	4.94	1	186.39	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	28	02/28/2019	11565.07	455.89	16.28	2.407	2.41	1	174.97	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	28	03/28/2019	0.00	0.00	0.00	2.885	2.89	1	172.65	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	1	03/29/2019	12012.83	447.76	447.76	2.542	2.54	1	172.65	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	32	04/30/2019	12534.67	521.84	16.31	2.707	2.71	1	193.76	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	31	05/31/2019	13073.52	538.86	17.38	3.142	3.14	1	198.60	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	28	06/28/2019	13550.95	477.43	17.05	2.784	2.78	1	181.11	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	33	07/31/2019	14118.12	567.17	17.19	2.486	2.49	1	206.67	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	30	08/30/2019	14588.88	470.76	15.69	2.666	2.67	1	179.20	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	31	09/30/2019	15029.66	440.78	14.22	2.191	2.19	1	170.67	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	31	10/31/2019	15505.05	475.39	15.34	3.226	3.23	1	180.54	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	29	11/29/2019	15932.01	426.96	14.72	2.417	2.42	1	166.73	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	32	12/31/2019	16394.88	462.87	0.00	2.342	2.34	1	176.95	ESGS-S
3F GUMA TRANKILUDAT	TAMUNING	02800517	30	01/30/2020	16779.29	384.41	12.81	2.777	2.78	1	154.60	ESGS-S
TOTAL FOR: 1690033509											2,515.49	

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LOCATION	VILLAGE	METER NO.	# OF DAYS	READ DTE	METER READ	KWH USAGE	DAILY KWH AVG	KW USAGE	BILLED KW	MULT	BILLED \$\$	RATE BILLED
1A GUMA	FRANKILIDAT TAMUNING	02802690	31	01/31/2019	856.45	78.03	2.52	2.143	2.14	1	44.44	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	28	02/28/2019	928.75	72.30	2.58	1.469	1.47	1	42.21	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	29	03/29/2019	1032.60	103.85	3.58	2.131	2.13	1	54.46	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	32	04/30/2019	1160.67	128.06	4.00	2.014	2.01	1	63.85	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	31	05/31/2019	1282.42	121.76	3.93	2.210	2.21	1	61.40	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	28	06/28/2019	1537.83	255.40	9.12	2.002	2.00	1	113.25	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	33	07/31/2019	1827.52	289.70	8.78	1.363	1.36	1	126.56	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	30	08/30/2019	2022.24	194.71	6.49	2.131	2.13	1	89.70	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	31	09/30/2019	2199.57	177.34	5.72	2.513	2.51	1	82.96	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	30	10/30/2019	2365.93	166.35	5.55	3.250	3.25	1	78.70	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	30	11/29/2019	2617.70	251.78	0.00	3.307	3.31	1	111.85	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	32	12/31/2019	2835.84	218.14	6.82	2.088	2.09	1	98.80	ESGS-5
1A GUMA	FRANKILIDAT TAMUNING	02802690	30	01/30/2020	2985.92	150.08	0.00	3.007	3.01	1	72.39	ESGS-5
TOTAL FOR: 1690033510											1,040.57	
LPH TOTO MAINT ADM BLDG TOTO		02012687	31	01/31/2019	58537.01	2150.74	0.00	7.380	7.38	1	657.82	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	28	02/28/2019	60430.29	1893.28	0.00	6.497	6.50	1	584.47	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	29	03/29/2019	62619.11	2188.82	0.00	6.840	6.84	1	668.67	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	32	04/30/2019	65109.59	2490.47	0.00	6.535	6.54	1	754.61	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	31	05/31/2019	67671.90	2562.31	0.00	6.662	6.66	1	775.08	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	28	06/28/2019	69961.06	2289.16	0.00	7.022	7.02	1	697.25	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	33	07/31/2019	72366.26	2405.20	0.00	6.487	6.49	1	730.31	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	30	08/30/2019	74590.64	2224.38	0.00	6.864	6.86	1	678.80	ESGS-5
LPH TOTO MAINT ADM BLDG TOTO		02012687	31	09/30/2019	76945.04	2354.39	0.00	6.934	6.93	1	715.84	ESGS-5