



GUAM POWER AUTHORITY

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

October 19, 2018

AMENDMENT NO.: I

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-034-18

FOR

**BUILD, OPERATE & TRANSFER CONTRACT FOR 180MW OF NEW GENERATION CAPACITY
STEP 2 – TECHNICAL SPECIFICATIONS**

Step 1 Qualified Bidders are hereby notified of the following change, inclusion, and responses to inquiries received from the following:

CHANGE:

Kindly **REMOVE** pages 28 and 29 of 595 pages and **REPLACE** with 28a and 29a of 595 page. Changes are necessary to reflect Procurement and Development Milestone to only page 29a.

INCLUSION:

Non-Mandatory Site Visit is scheduled for 9:00 A.M., Tuesday, November 06, 2018. The meeting place shall be at our GPA/GWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson Public Service Building, 688 Route 15, Fadian Mangilao.

Note: Proper PPE's are required during scheduled site visit (i.e., closed toe shoes and long pants).

Qualified Bidder #1 dated 10/02/2018:

No	Subject	GPA IFB	Qualified Bidder # 1 comment (2 Oct 2018)	GPA Response
1	Natural Gas Facility	<ul style="list-style-type: none"> ○ IFMSB Section A, 9.2 Natural Gas <ul style="list-style-type: none"> - GPA, via the selected LNG provider, will be responsible for development of the LNG delivery, storage and regasification facilities including construction of a gas supply pipeline to deliver natural gas from the LNG terminal to the Project Site. The terminal (interface) point between GPA and the Project will be at the Site boundary ○ IFMSB Section C, 1.2.8 Natural Gas Supply Infrastructure <ul style="list-style-type: none"> - The fuel systems provided, the design, construction, and commissioning of the natural gas supply piping infrastructure beginning at an LNG receipt and storage facility at GPA Bulk Fuel Storage Facility, new natural gas pipeline to the plant will be included in the scope of this Project, and is the responsibility of the Project Company. Construction and ownership of the LNG receipt and storage at GPA Bulk Fuel Storage Facility is by Others. ○ IFMSB Section C, Appendix B 1.2 <ul style="list-style-type: none"> - if natural gas is selected as a fuel source, the Project Company Will design, permit and construct a pipeline to transport natural gas from the GPA Bulk Fuel Storage Facility Located in Piti, Guam to the new power generation plant site Project Company is responsible for natural gas system beginning at a flange between LNG storage and Project Company's regasification facility. 	<p>There is the discrepancy of project company scope for the Natural Gas infrastructure between Section A and C.</p> <p>We would like to know which of the following is the project company's scope?</p> <ul style="list-style-type: none"> - Inside site boundary only (excluding GPA LNG storage facility's regasification and NG pipeline from GPA storage facility to site boundary) <p>or</p> <ul style="list-style-type: none"> - From the GPA storage to the Site (including GPA LNG storage facility's regasification and NG pipeline from GPA storage facility to site boundary) 	<p>The natural gas piping infrastructure between the LNG receipt and storage facility at GPA Bulk Storage Facility and the Project Site is included in the project company's scope.</p>
2	Capacity	<ul style="list-style-type: none"> ○ IFMSB Section C, 2.2.1 Capacity <ul style="list-style-type: none"> A. The plant net capacity is the net electric output measured at the Delivery Point / Point of Interconnection. The Contracted Facility Capacity shall be within the range of 180 (net) MW, at Site Reference Conditions specified in Section 5.5 of this Specification. Because of the variability of technologies allowed and unit sizes, GPA will consider evaluating proposals that are within plus/minus 10 % of the preferred capacity. The size of the Facility's individual units shall be such that a trip of a single Unit will not result in a loss of 45 MW. 	<p>In case of combined cycle plant, single unit failure results more loss than its capacity by steam turbine output decrease.</p> <p>Should 45MW also include such loss caused by steam turbine?</p>	<p>Yes, the 45 MW includes the total loss of capacity including capacity of a gas turbine and associated reduction in output of a steam turbine.</p>

No	Subject	GPA IFB	Qualified Bidder # 1 comment (2 Oct 2018)	GPA Response
3	Transient Response	<ul style="list-style-type: none"> ○ IFMSB Section C, 2.2.4 Transient Response <p>The governor transient response shall be fast enough such that following a frequency disturbance a change of at least 5% of a single unit's capability shall be achievable within 1 second, and at least 10% of single units capability shall be achievable within 2 seconds following the disturbance.</p>	<p>Gas turbine (or combined cycle) may not be able to comply with this requirement. We would like to know if GPA does not consider Gas turbine (or combined cycle)</p>	<p>This is a functional requirement of GPA. The Bidders should select an appropriate technology capable of satisfying this functional requirement.</p>
4	Form Sheet	<ul style="list-style-type: none"> ○ IFMSB Section D, 15.7.1 Assumptions for Evaluation <p>6 Plant Operating Parameters;</p> <p>a) A 25-year system demand load forecast is provided in the Evaluation Model</p>	<p>"Evaluation Model with load profile forecast" is not attached in the IFMSB. For the Levelized Price calculation, load profile forecast including the operation time of each load is necessary.</p>	<p>Sample evaluation model will be provided to the Bidders after it is finalized.</p>
5	Sanitary and Sewer Facilities	<ul style="list-style-type: none"> ○ IFMSB Section A, 8.2 Sanitary and Sewer Facilities <p>- Sanitary sewer lines are not available at the Site. The Project Company shall provide for adequate sanitary facilities during Facility construction and Facility operation, and it shall comply with applicable U.S. EPA and Guam discharge requirements.</p> <ul style="list-style-type: none"> ○ IFMSB Section C, 1.3.4 Wastewater Discharge <p>- Sanitary sewer may potentially be discharged to the GWA treatment facility</p>	<p>The terminal point of Waste water discharge line and Sanitary sewer line and the required water quality are not specified in the IFB. We would like to know if GPA can provide this information for the project company construction cost estimation.</p>	<p>Bidders should contact GWA directly to determine if sanitary wastewater can be discharged to the GWA treatment facility and agree on the interface point or identify another point of discharge (discharge treated sanitary wastewater to the ocean, use it as source of service water, etc.)</p>
6	Metering System	<ul style="list-style-type: none"> ○ IFMSB Section C, 1.2.5 Detailed Project Scope <p>- Main metering system for fuel, electrical energy export, and electrical energy import</p> <p>- Backup metering system for fuel, electrical energy export, and electrical energy import</p> <ul style="list-style-type: none"> ○ ECA ARTICLE 13 METERING <p>13.1 Electrical Metering</p> <p>- (c) GPA may elect to install and maintain, at its own expense, back-up electrical metering devices at the Delivery Point in addition to (and</p>	<p>IFB Section C describes that Project Company should provide Main and Back-up metering system for fuel and power.</p> <p>However ECA specified that Main equipment is a GPA's scope and Back-up is a Project Company's scope.</p>	

		<p>identical to) those installed and maintained by Project Company, which installation and maintenance by GPA shall be in a manner reasonably acceptable to Project Company</p> <p>13.3 (13.4) Natural Gas (ULSD) Metering</p> <ul style="list-style-type: none"> - GPA at its cost shall be responsible to install and maintain primary Natural Gas (ULSD) measurement equipment at the gas (ULSD) metering station in the Natural Gas (ULSD) pipelines supply Natural Gas (ULSD) to the Facility - Project Company may install Natural Gas (ULSD) backup measurement equipment downstream of GPA's measurement equipment for Natural Gas (ULSD). In such case, Project Company shall be responsible for installing and maintaining the Natural Gas (ULSD) backup measurement equipment. 	<p>So, we would like to clear</p> <ol style="list-style-type: none"> 1. The definition of the Main and back-up metering system. 2. Project company's scope (including the number of metering system) of metering system for electricity, Natural Gas and ULSD. 	<p>Main meter will be the revenue meter used for billing. Backup meter will be the meter used for verifying the accuracy of the main meter and will also be used in case of the main meter malfunction.</p> <p>The Project Company will provide all the metering. However, for LNG the metering may eventually be put in the LNG system suppliers' scope, so that this will not have to be provided by the Project Company. For ULSD the main meter at the bulk storage side of the pipeline may have to be provided by the Project Company as part of their pipeline/USLD bulk storage modifications work. Similarly, the backup metering for electricity would have to be provided by the Project Company since they will be responsible for transmission interconnection facilities and modifications to Harmon substation.</p>
7	Noise	<ul style="list-style-type: none"> o IFMSB Section C, 2.2.8 Noise A. Noise level at the site boundary shall not exceed 45 dB (A), measured in the horizontal plane and at an elevation of 5 feet (1.5 meters) from grade with all equipment running at full capacity. B. Noise level of operating equipment inside the 	<p>There are two (2) concepts of boundaries which are site boundary (A) and plant boundary (B).</p> <p>We would like to know</p>	

		plant boundary shall not exceed 85dB(A) when measured 3 ft. (1 meter) in the horizontal plane and at an elevation of 5ft (1.5 meters) from grade, in accordance with ANSI S1.13.	<p>1. If the site boundary is based on 60 acres area and the plant boundary is based on 25 acres area.</p> <p>2. If these noise level limits of A and B should comply with the requirements during day and night both cases.</p>	<p>The terms “the site boundary” and “the plant boundary” are interchangeable and both mean the boundary of the 25 acres area.</p> <p>Yes.</p>
8	Transmission line to GPA substation	<p>o IFMSB Section C, 3.6.5 Transmission Structures</p> <p>A. Transmission pole structures (single or multi-pole tubular steel structures) shall be designed in accordance with the most current version of ASCE/SEI 48 – Design of Steel Transmission Pole Structures.</p>	We understand that GPA want all the transmission lines have to be underground lines. However, pole structure design code can be applied to overhead line according to IFB Section C, 3.6.5 Transmission Structures. We would like to know if overhead transmission line is applicable to this project.	Overhead transmission line is acceptable from the plant to the Harmon substation point of interconnection.
9	Site Size	<p>o IFMSB Section C, 5.3 Site Size and Layout</p> <p>Property consists of 60 plus acres near Harmon substation. The estimated plant footprint is 25 acres. Project Company shall not build in the area outside the plant footprint other than for utility access. Project Company will locate the plant on the property to maintain a vegetation barrier while preserving as much of the remaining acres for future development</p>	<p>Much bigger footprint is necessary for hybrid renewable energy production, especially for solar panel.</p> <p>We would like to know if reserved area (entire space of 60 acres) can be used for renewable power generation equipment for this project.</p>	No.

Qualified Bidder #2 dated 10/02/2018:

	Criteria	Query on IFB	GPA Answer
1	Team-Up as consortium	<p>First of all, wondering if it's possible for us to partner with other IPP sponsor. (New IPP sponsor which did not go through PQ procedure)</p> <p>If yes, how long does it take to get GPA written approval and what's the related procedure?</p> <p>(i.e.) In Form 3 - Bidder's Organization (Page 431 of 595 on IFB), if Qualified Bidder #2 is willing to invite new Co-Developer, is it made compromise that only fill out and submit Form 3A - Letter of Agreement from Team Member (if applicable) (Page 432 of 595),</p> <p>In short, is it OK for submitting Form 3 & 3A on Bid submission date (18th January 2019)? Provided that Qualified Bidder #2 maintain shareholding portion at least 35% as long as invite other IPP sponsors.</p> <p>Nonetheless, need further approval or review from GPA ?</p>	<p>Addition of a member to the pre-qualified Bidder consortium must be approved by GPA. The Bidder must provide information on qualifications and experience of the additional member, information on additional member's financial strength, and the role planned to be played by this additional member in the consortium. Under any conditions the pre-qualified member of the consortium must remain the Lead Bidder with equity contribution of no less than 35%. Additionally,</p> <ul style="list-style-type: none"> - The pre-qualified Lead Bidder must continue to meet all of the qualifications required for a Lead Bidder as set forth in the Request for Clarifications (RFQ). - Any other members included in the Bidder's proposal at the pre-qualification stage must continue to be part of the bidding consortium. - The prospective new member must not be a member (or affiliate of a member) of any other pre-qualified bidding consortium. <p>GPA will provide its approval of adding a member to the pre-qualified Bidder team within 10 days after receipt of the required information about the additional member.]</p>
2	Technology	Please clarify whether a bidder that are qualified using fossil fuel (Combined Cycle Gas Turbine technology) can propose using fossil fuel (reciprocating	Bidders with no experience in reciprocating engines can proposed reciprocating engine

		<p>technology) for upcoming bid submission or NOT</p> <p>(i.e.)</p> <p>Form 5 (Page 436 of 595 on IFB, Project Data Sheet), No experience and precedent about Reciprocating, Engine Generators.</p> <p>but Form 8 (Page 448 of 595 on IFB, Detailed Technical Information), is it possible to submit Reciprocating, Engine Generators ?</p>	<p>technology provided their team includes an EPC Contractor, an O&M Contractor, and, if not part of the EPC Contractor's scope, design engineering firm that has reciprocating engine experience and that the technology proposed by the Bidder meets technology maturity requirements specified in Form 8.</p>
3	Attachment in IFB and etc.	<p>Wonder when and how we could get simplified dispatch and cost spreadsheet addendum to the IFMSB documents (the "Evaluation Model") and assuming the Facility (Page 517~518 of 595 on IFB)</p> <p>Availability on providing Microsoft Word file for Section D: Forms (Page 413 ~ 519 of 595 on IFB)</p> <p>Currently, it is unable to access attachment (Page 205 of 595 on IFB) Appendix C: ULSD Pipeline Drawings, GUAM PIPELINE SET (06.21.2017) Rev 08.pdf and other attachments on IFB.</p> <p>Could you please provide file or access for these attachment (Inclusive of Appendix C)?</p>	<p>Sample evaluation model will be provided to the Bidders after it is finalized.</p> <p>The Guam Pipeline Drawings have been provided in attachment – Guam Pipeline Set (06.21.2017) Rev 08.03.2018.pdf. The other embedded files are included in the pages following the embed icon in the other Appendices in Section C.</p>

Qualified Bidder #3 dated 10/03/2018:

QUESTION:

1. Regarding the bidder's scope summarized in Section A, Information to Bidders, section 1.1.3 Bidder's (Project Company) Scope (pdf page 12): Please confirm that any additional "necessary natural gas equipment and systems in the future" can include equipment on the prime movers themselves. In other words, bidders can provide engines or turbines optimized for ULSD use and, when natural gas becomes available, modify the prime movers to make them dual fuel prime movers.

ANSWER:

Confirmed.

QUESTION:

2. There is conflicting language in the IFB regarding the scope and responsibility of the off-site natural gas infrastructure. Please confirm the statement in Section A, Information to Bidders, section 9.2 Natural Gas (pdf page 27) that reads, "GPA, via the selected LNG provider, will be responsible for development of the LNG delivery, storage and regasification facilities including the construction of a gas supply

pipeline to deliver natural gas from the LNG terminal to the Project Site.” and, therefore, the selected bidder in MS GPA-034-18 will have no responsibility for the development and construction of the off-site natural gas infrastructure.

ANSWER:

The natural gas piping infrastructure between the LNG receipt and storage facility at GPA Bulk Storage Facility and the Project Site is included in the project company’s scope.

QUESTION:

3. The one-line diagram included in Section A, Appendix D, GPA Power Network One Line Diagram (pdf page 44) is unclear when enlarged. Please provide a standalone one line diagram or upload one to GPA’s website. (The one line on the website is clear but it appears to be out of date.)

ANSWER:

The transmission one-line diagram is provided in pdf attachment - Transmission One Line 11-30-2017.pdf.

QUESTION:

4. Please confirm that GPA has the required rights-of-way for the “new road” and “site access road” mentioned in Section C, Functional Technical Specifications, section 1.2.5 Detailed Project Scope (pdf pages 97 and 99).

ANSWER:

Confirmed. The required rights-of-way document for the “new road” and “site access road” is provided in pdf attachment- 664868.pdf.

QUESTION:

5. Can GPA provide to bidders a map of the project area that shows GPA’s property line, the plant site, the desired transmission line route, the Harmon substation, and the proposed access roads?

ANSWER:

Map for property line is being finalized at the Department of Land Management. GPA will provide when it has been recorded.

The plant site and the desired transmission line route are shown in the map provided in the pdf attachment - New Generation Infrastructure Lot 5010-1New&5042-R1&5042-1_V2.pdf. The map provided shows the access road that runs from Marine Corp Drive to Highway 34.

See proposed access road in the other attached map – GPA Plant Property Map Marked up.pdf with road circled. This road is to be improved by the Project Company. See Page 97 of 595 Section C 1.2.5. Other required access roads are to be built by the Project Company.

The location of Harmon substation is shown in the attached map - Harmon_Sub.pdf.

QUESTION:

6. Regarding the electrical transmission requirements in Section C, Functional Technical Specifications, section 3.6 Transmission Requirements (pdf page 149): Please confirm the required number of 115 kV lines and the required number of circuits on each line between the power plant and the Harmon substation.

ANSWER:

Three 115 kV transmission lines are required to connect the new Power Plant to Harmon Substation. Two of the transmission lines will connect to the Harmon 115 kV Substation [H501 (existing) and H503 (new breaker and bus extension), while the third transmission line will intercept the existing Harmon-Tamuning 115 kV transmission line and utilize the existing H501 breaker to connect to the Harmon 115 kV Substation.

QUESTION:

7. Regarding NERC CIP and US Navy security requirements in Section C, Functional Technical Specifications, section 1.2.5 Detailed Project Scope (pdf page 95):
 - a. Is GPA required to comply with NERC regulations and, if so, how have its facilities been designated (low, medium or high) from a bulk electric system (BES) impact perspective?
 - b. What are the US Navy requirements relative to the Project?

ANSWER:

- a. No. GPA is not required to comply with NERC CIP. However, GPA's Cyber and Physical consultants are recommending that GPA adopt NERC CIP. Therefore, NERC CIP compliance is required. Harmon Substation and the new substation, plant fuel storage systems, electric power, fuel, and water/wastewater interconnections if used for generator cooling are high impact critical facilities.
- b. None.

QUESTION:

8. When will GPA provide the preliminary geotechnical survey mentioned in Section C, Functional Technical Specifications, section 5.6 (pdf page 164)?

ANSWER:

GPA will provide the preliminary geotechnical survey after its contractor complete it.

QUESTION:

9. Please provide the Grey Water Quantity and Analysis file referenced in Section C, Functional Technical Specifications, Appendix A (pdf page 166). The embedded object will not open.

ANSWER:

The Grey Water Analysis is included in the pages following the embed icon.

QUESTION:

10. Regarding the ULSD pipeline work described in Section C, Functional Technical Specifications, Appendix B, pdf pages 194 to 204):
- a. Please provide details regarding the locations and status of the existing ULSD pipeline easements and rights-of-way.
 - b. Is the Project Company required to remove the existing pipeline in the area beyond the new power plant, i.e., the northernmost stretch of existing pipeline leading to the old Tanguisson plant?
 - c. The sentence (on pdf page 202) "Existing roads shall not be used for construction and maintenance of new pipelines" seems to conflict with the sentences that precede and follow it. Please clarify the requirement regarding road use during pipeline construction and maintenance.

ANSWER:

- a. The locations of the existing ULSD pipeline easement and rights-of-way is provided in pdf attachments - NAVFAC 79433933, MA 11004 through MA 11006.
- b. Yes.
- c. Construction cannot be done in the existing roads. It should be done in the existing right of way for the old pipeline and alongside the road for the section to the new plant from the existing pipeline right of way.

QUESTION:

11. Please provide the ULSD Pipeline Drawings referenced in Section C, Functional Technical Specifications, Appendix C (pdf page 205). The embedded object will not open.

ANSWER:

The Guam Pipeline Drawings have been provided in pdf attachment – Guam Pipeline Set (06.21.2017) Rev 08.03.2018.pdf.

QUESTION:

12. Please provide the Raw Water Analysis file referenced in Section C, Functional Technical Specifications, Appendix E (pdf page 208). The embedded object will not open.

ANSWER:

The Raw Water Analysis is included in the pages following the embed icon.

QUESTION:

13. The Bidder forms related to emissions contain several references to particulates and “ppmv”. Please confirm that we can ignore the “ppmv” row for particulates in tables 8.1 and 8.2 and can change the particulates emissions units from “ppmv” to “mg/m³” or “ug/m³” in tables 8.7 and 8.8 (Section D, Forms, pdf pages 467 to 472)

ANSWER:

Yes, this is acceptable.

QUESTION:

14. When will GPA provide the Evaluation Model described in Section D, Forms, section 15.7 Evaluated Present Value (pdf page 517)?

ANSWER:

Sample evaluation model will be provided to the Bidders after it is finalized.

QUESTION:

15. Please provide samples of the 10 schedules referenced in the Energy Conversion Agreement (pdf page 520).

ANSWER:

ECA schedules will be developed during the finalization of the ECA document after selection of the winning Bidder based on his proposal and tariff structure specified in Section B of the IFMSB.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.


JOHN M. BENAVENTE, P.E.
General Manager

10 Hybrid Technology Requirements

As part of its Proposal, any Bidder utilizing solar or wind energy as part of a hybrid facility with fossil fuel fired generation will be required to submit a 12 month energy production forecast for a Typical Meteorological Year (TMY) based on a bankable resource assessment and using PVsyst or WindSim software as applicable. The TMY will be subject to evaluation, adjustment, and acceptance by GPA. This TMY annual output will constitute an output guarantee for TMY conditions and will be adjusted based on actual weather conditions for each Contract Year to determine compliance with the Guaranteed Amount of Renewable Energy. The adjustment factors will include irradiation, wind speed, ambient temperature, and the degradation amount guaranteed by Bidder in its Proposal.

Subject to its evaluation, potential adjustment, and acceptance, GPA will use the TMY output adjusted by the annual degradation guarantee (included in the Bidder's Proposal) as an input to GPA's Proposal evaluation model. The renewable energy output will be assumed to displace fuel consumption in the Proposal evaluation model. During the Term of the ECA, the Project Company will be responsible for the Fuel costs resulting from any positive difference between the Guaranteed Amount of Renewable Energy and the Actual Renewable Energy Production.

11 Environmental Requirements

The Bidder shall meet all the applicable environmental requirements of the Guam EPA and U.S. EPA and obtain environmental permits required for construction and operation of the Facility. Guam EPA permitting and compliance requirements can be found at the <http://epa.guam.gov> website. U.S. EPA requirements are specified in the CFR Title 40, Protection of Environment which is available from the website https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=3fd3e483e9690934bccc0bcc570a96f3&mc=true&tpl=/ecfrbrowse/Title40/40tab_02.tpl. The Bidder shall meet all the applicable environmental requirements and include all associated environmental costs in the proposed Price.

12 GPA Project Schedule

The anticipated development schedule of the Project through Financial Close and the required Project construction and commissioning activities leading to the Commercial Operation Dates are presented in Table Table 12.1 . The durations shown are the maximum expected durations and reduction of such duration is encouraged. Bidder liquidated damage obligations resulting from delays in meeting this schedule are set forth in the ECA.

The Project Company's schedule shall reflect sub-activities in a Critical Path Method (CPM) network format to support the attainment of each of the milestone dates identified below, and shall include details of the Facility construction as outlined in Section D.

Table 12.1: Procurement and Development Milestones

Milestones	Durations	Cumulative Duration	Expected Completion
IFB Issued to Potential Bidders			10/1/2018
Pre-Bid Meeting with Bidders	30	30	11/5/2018
Site Visit			11/06/2018; 9:00 A.M.
Cut-Off Date for Receipt of Questions			12/19/2018; 5:00 P.M.
Bid Date - Proposals (Envelopes I and II) submitted to GPA.	82	112	1/18/2019
Complete Evaluation of Envelope I; Invite Responsive Bidders to Envelope II Opening	44	156	3/4/2019
Conduct Envelope II Public Bid Opening Meeting	1	157	3/5/2019
Complete Evaluation of Envelope II; Invite the First-Ranked Bidder to Clarification Meeting	46	203	4/19/2019
Conduct Clarification Meeting(s) with First-Ranked Bidder and other top-ranked Bidders as required and selection of the Selected Bidder.	49	252	6/7/2019
Complete Negotiations of ECA with the Selected Bidder.	71	323	8/16/2019
Obtain CCU and PUC approval	56	379	10/11/2019
Sign the ECA with the Selected Bidder.	1	380	10/14/2019
IPP achieves financial close and starts construction.	180	560	4/10/2020

13 Project and Third Party Agreements

This IFMSB includes a draft ECA and LLA and attachments thereto, some of which will be completed subsequently based on this IFMSB and the Bidder's Proposal.

Upon selection of the Selected Bidder, the draft ECA and LLA will be finalized between the Selected Bidder and GPA along with any other Project Agreements, as applicable. In the event that Project lenders have comments to the Project Agreements that are reasonable, essential, and do not constitute material deviations from the drafts included in this IFMSB, corresponding adjustments shall be considered by GPA for inclusion in the final agreements. Material deviations mean any changes that result in increasing the Price; or limiting the liabilities or responsibilities of the Project Company, or the rights of GPA. Comments which constitute material deviations may render the Proposal to be Non-Responsive and may result in rejection of Bidder's Proposal. The Selected Bidder must subsequently also proceed to prepare the Third Party Agreements.



MARK	DESCRIPTION	DATE	DWN BY	APP BY

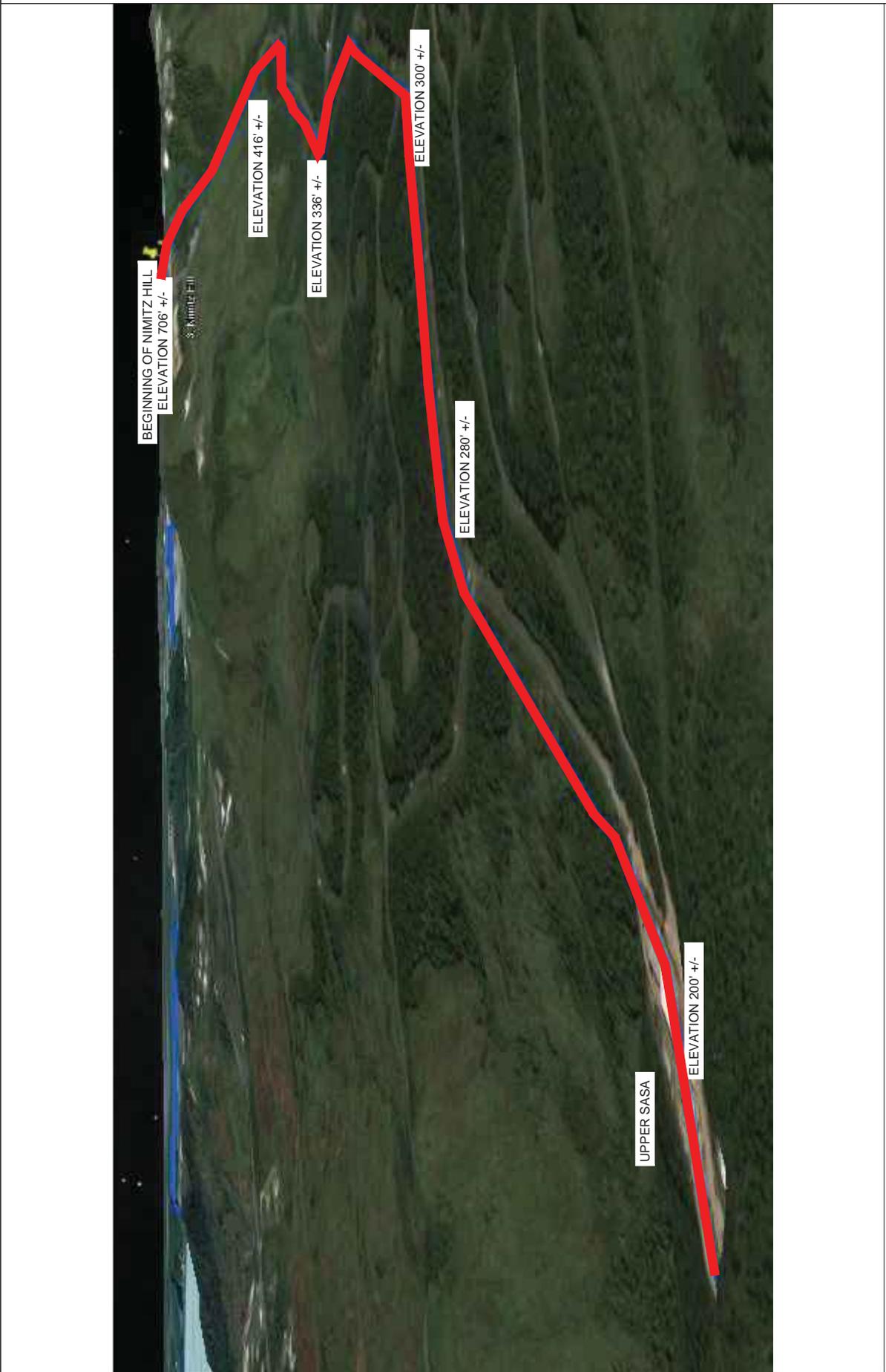
DATE:	05/15/2017
DESIGNED BY:	
DRAWN BY:	DC BY:
APP BY:	
CLIENT CONTRACT NO.:	1170984
FILE NUMBER:	
PROJECT NAME:	
PLAT SCALE:	AS SHOWN
DATE:	05/15/2017



 STANTEC CONSULTANTS
 P.O. BOX 2977
 AGANA, GUAM, USA 96910

EXISTING FUEL OIL
 PIPELINE SYSTEM
 SASA VALLEY TO NIMITZ HILL
 ELEVATION LAYOUT

SHEET
 NUMBER
G-101



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REV: **A**

Government of Guam
 Department of Land Management
 Land Records Division
 OFFICE OF THE RECORDER

664863

10

Instrument Type <i>Quit claim deed</i>		Instrument Number <i>664863</i>	
Recording Date OCTOBER <i>29</i> 2002	File Time <i>8:05</i> a.m. p.m.	Filing Fees DE-OFFICIO	Receipt No.: DE-OFFICIO
Appointed Deputy Recorders for Ex-Officio Recorder: <i>Joel Cruz</i> Maria L. Ngata, Jane T. Yamasaki, Joel Antenor Cruz, Annie Flores, Vicky Torres, Amy Bautista, Andrew D. Santos			
Data Entry Information Section			
Document No.		Recorded Date	
Month/Year	Time	Ref.	LM Map No.
CT Ref.	Title of Document	Amount	Fees
Receipt No.	Municipality	Lot No.	Tract/Block/Unit
Estate No.	Ownership	Area	U.O.M. (Sq.M or Sq. Ft)
Grantor	Grantee	Exec. Date	
		Data Entry by:	
Land Abstractor Information Section			
Date	New Certificate of Title No.		
Canceled Certificate No.			
Marginal Notations: <i>Real Estate Requirements Retrace - ment Survey Map Of Anderson Vor Annex (AJKZ)</i>			
Revised 12/28/01	Approved by: Deputy Civil Registrar: Martha Rubic		

RECORDING AND RETURN OF RECORDED
INSTRUMENT REQUESTED BY:

GOVERNMENT OF GUAM
Department of Land Management
P.O. Box 2950
Hagåtña, Guam 96932

Island of Guam, Government of Guam Department of Land Management Office of The Recorder	
File for record is Instrument No.	664868
on the year 2002 Month 10 Day 29 Time 805	
Recording Fee	35.00 Receipt No.
Deputy Recorder	<i>Joel Cortez</i>

**QUITCLAIM DEED
Andersen VOR Annex
(AJKZ)**

THIS INDENTURE, made this 2nd day of October 2002, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("GRANTOR"), under and pursuant to the powers and authority contained in the provisions of the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), and the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder, and the GOVERNMENT OF GUAM ("GRANTEE").

WITNESSETH, the conditions set forth in the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), having been met, that the said GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) in lawful money of the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby remises, releases, and quitclaims unto the GRANTEE, and to its successors and assigns all of its right, title, and interest in all of that certain real Property situated in Guam, in the Municipality of Dededo, consisting of approximately **308.99 acres, more or less**, of land, also known as Andersen VOR Annex (AJKZ), more particularly described in Exhibit A, for public benefit use as contemplated by the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), (the "Property").

GRANTOR conveys the Property to GRANTEE so long as GRANTEE uses the Property for public purposes, in accordance with the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994).

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

ALL covenants, reservations, easements, leases, restrictions, and rights recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities and other rights of way, including but not limited to the specific easements, reservations, rights and covenants described herein, and to any facts which a physical inspection or accurate survey of the Property may disclose.

RESERVATIONS. GRANTOR reserves for itself, its successors and assigns, a perpetual non-exclusive easement over a portion of the property more particularly described in Map Drawing No. RE-

95-07 prepared by Ronald G. Perry, Registered Land Surveyor No. 33, dated November, 1995 (2 sheets), and attached hereto as Exhibit B as follows:

- (1) Parcel A-1, a telephone line easement in favor of Government of Guam, Guam Telephone Authority ("GTA"), P.O. Box 9008, Tamuning, GU 96931, 646-2100;
- (2) Parcel E-3, a sewer line easement in favor of Government of Guam, Guam Waterworks Authority ("GTA"), P.O. Box 3010, Hagåtña, GU 96932, 647-7800/7803/7816/7824;
- (3) Parcel L-2, a water line easement in favor of Government of Guam, Guam Waterworks Authority ("GTA"), P.O. Box 3010, Hagåtña, GU 96932, 647-7800/7803/7816/7824;
- (4) Parcel L-5, a water line easement in favor of Government of Guam, Guam Waterworks Authority ("GTA"), P.O. Box 3010, Hagåtña, GU 96932, 647-7800/7803/7816/7824;
- (5) Parcel U, a power transmission line easement in favor of Government of Guam, Guam Power Authority ("GPA"), P.O. Box 21868, Barrigada, GU 96921-1868, 647-5787/637-1152;
- (6) Parcel U, a sanitary sewer line easement in favor of Government of Guam, Guam Waterworks Authority ("GTA"), P.O. Box 3010, Hagåtña, GU 96932, 647-7800/7803/7816/7824;
- (7) Parcel U, a P.O.L. line easement reserved in favor of U.S. Department of the Air Force;
- (8) Parcel UE-1, an underground electrical line easement in favor of Government of Guam, Guam Power Authority ("GPA"), P.O. Box 21868, Barrigada, GU 96921-1868, 647-5787/637-1152

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h) (3)(A)(i), and based upon complete search of agency files, the UNITED STATES gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

CERCLA COVENANT. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
 - a. in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediate prior to the date of this conveyance; OR
 - b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of conveyance; OR

- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event GRANTEE, its successor(s) or assign(s), seek to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
- a. the associated contamination existed prior to the date of this conveyance; and
 - b. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

ACCESS. Grantor reserves a right of access to all portions of the Property or to any adjoining properties, for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the UNITED STATES OF AMERICA, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

HOLD HARMLESS CLAUSE. By acceptance of this instrument, GRANTEE expressly acknowledges that the Property was part of military activity during and after World War II and, as such, portions of the Property herein transferred may have been subject to contamination by the introduction of unexploded and dangerous ordnance, either below or upon the surface thereof, some of which may remain below or on the Property in an unexploded condition. By acceptance of this instrument and as further consideration for this conveyance, GRANTEE covenants and agrees for itself, its successors and assigns, to assume all risks of personal injuries and Property caused by possible contamination of the Property by unexploded ordnance, arising out of ownership maintenance, occupation or use of the Property by any person or persons whatsoever; and further covenants and agrees to protect, defend, indemnify and save harmless the GRANTOR, its officers, agents and employees against any and all liability, claims, causes of action, or suits arising out of or resulting from the contaminated condition of the Property. The GRANTEE must immediately notify the United States if any ordnance or any suspected area of contamination, for which they are not the responsible party, is encountered at the Property.

FAA COVENANT. If this Property is located within 6 nautical miles of an airport, the GRANTEE covenants and agrees, on behalf of it, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable

Airspace." or under the authority of the Federal Aviation Act of 1958, Public Law 85-726, 72 Stat. 731, as amended.

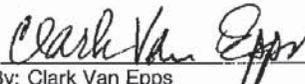
NONDISCRIMINATION COVENANT. GRANTEE covenants for itself, and its assigns and every successor in interest to the Property, or any part thereof, that GRANTEE and such assigns shall not discriminate upon the basis of race, color, religion, sex, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon.

COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and its successors and assigns.

SAID PROPERTY transferred by this indenture was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Guam Excess Lands Act, Public Law 103-339, 108 Stat. 3116 (1994), and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused this indenture to be executed and accepted as of the date first written above.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES



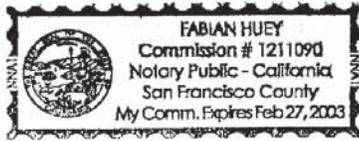
By: Clark Van Epps
Its: Contracting Officer, Region 9
450 Golden Gate Avenue, 4East
San Francisco, CA 94102-3434

STATE OF CALIFORNIA
City and County of San Francisco

)
)ss:
)

On this 2nd day of October, 2002 before me, Fabian Huey, the undersigned Notary Public in and for said County and State, personally appeared Clark Van Epps, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Fabian Huey
Name: Fabian Huey
Notary Public, State of California
My Commission expires on Feb. 27, 2003

ACCEPTANCE

The GOVERNMENT OF GUAM hereby accepts this Deed and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein.

GOVERNMENT OF GUAM


By: GOVERNOR
Its:

CITY OF HAGÁTÑA) ss:

On this 24th day of OCTOBER, 2002, before me, the undersigned notary, personally appeared CARL R. WINTER, known to me to be the person whose name is signed in the within instrument and acknowledged to me that he signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal in Hagátña, Guam, the day and year first above written.



MATTHEW A. LEON GUERRERO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: March 13, 2005
P.O. Box 2950 Hagatna, Guam 96932

EXHIBIT A

664868

LEGAL TECHNICAL DESCRIPTION
ANDERSEN VOR ANNEX (AJKZ)
MUNICIPALITY OF DEDEDO
TERRITORY OF GUAM

All that tract or parcel of land designated as ANDERSEN VOR ANNEX (AJKZ) situated in the Municipality of Dededo, more particularly bounded and described as follows:

Beginning at a point, a found L & CC 6" x 6" concrete monument centered with 2" diameter brass set by the Navy, having coordinates of North 184,363.97 feet and East 190,541.24 feet, being North 13° 49' 40" East, 1631.06 feet from Guam Geodetic Triangulation Net (GGTN) 1963 Grid Station 3.1, having coordinates of North 182,780.18 feet and East 190,151.41 feet.

Then along the following twenty (20) courses:

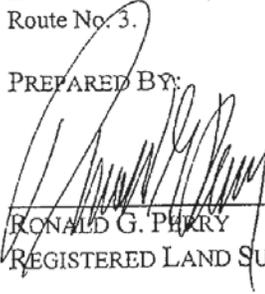
- 1) Along a curve concave to the left, with a central angle of 16° 49' 04", a radius of 1,665.99 feet, a chord bearing of South 15° 35' 31" West, 487.26 feet to corner two (2), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 2) Then, South 07° 14' 59" West, 544.98 feet to corner three (3), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 3) Then, along a curve concave to the right, with a central angle of 10° 41' 49", a radius of 804.51 feet, a chord bearing South 12° 35' 54" West, 149.98 feet to corner four (4), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 4) Then, South 17° 56' 48" West, 76.55 feet to corner five (5), a 4" x 4" concrete monument set marked R.L.S. 33;
- 5) Then, along a curve concave to the right, with a central angle of 13° 27' 47", a radius of 627.79 feet, a chord bearing of South 24° 40' 42" West, 147.18 feet to corner six (6), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 6) Then, South 31° 24' 35" West, 640.93 feet to corner seven (7), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 7) Then, South 89° 58' 17" West, 853.42 feet to corner eight (8), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 8) Then, South 70° 11' 23" West, 2,015.68 feet to corner nine (9), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;

- 9) Then, along a curve concave to the left, with a central angle of $00^{\circ} 08' 17''$, a radius of 1,322.37 feet, a chord bearing of North $21^{\circ} 33' 44''$ West, 3.19 feet to corner ten (10), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 10) Then, along a curve concave to the left, with a central angle of $14^{\circ} 26' 58''$, a radius of 1,358.70 feet, a chord bearing North $28^{\circ} 51' 21''$ West, 341.74 feet to corner eleven (11), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 11) Then, North $36^{\circ} 04' 50''$ West, 195.17 feet to corner twelve (12), a found No. 4 rebar in 8" diameter concrete (top broken);
- 12) Then, North $36^{\circ} 04' 50''$ West, 833.99 feet to corner thirteen (13), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 13) Then, North $36^{\circ} 04' 50''$ West, 1,780.55 feet to corner fourteen (14), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 14) Then, along a curve concave to the right with a central angle of $01^{\circ} 26' 59''$, a radius of 1103.92 feet, a chord bearing South $35^{\circ} 21' 20''$ East, 27.93 feet to corner fifteen (15), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 15) Then, North $53^{\circ} 55' 10''$ East, 783.33 feet to corner sixteen (16), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 16) Then, North $29^{\circ} 03' 47''$ East, 1,914.37 feet to corner seventeen (17), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 17) Then, South $44^{\circ} 08' 20''$ East, 1,436.63 feet to corner eighteen (18), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 18) Then, South $67^{\circ} 32' 08''$ East, 283.09 feet to corner nineteen (19), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 19) Then, South $67^{\circ} 32' 08''$ East, 1,902.21 feet to corner twenty (20), a 4" x 4" concrete monument set with plastic cap marked R.L.S. 33;
- 20) Then, South $67^{\circ} 32' 08''$ East, 709.67 feet to the point of beginning containing an area of Thirteen Million Four Hundred Forty-One Thousand Two Hundred Three (13,441,203) square feet more or less or One Million Two Hundred Forty-Eight Thousand Seven Hundred Thirty-Three (1,248,733) square meters more or less or Three Hundred Eight and Ninety-Nine Hundredths (308.99) acres more or less as shown on Map Drawing No. RE 95-07.

664868

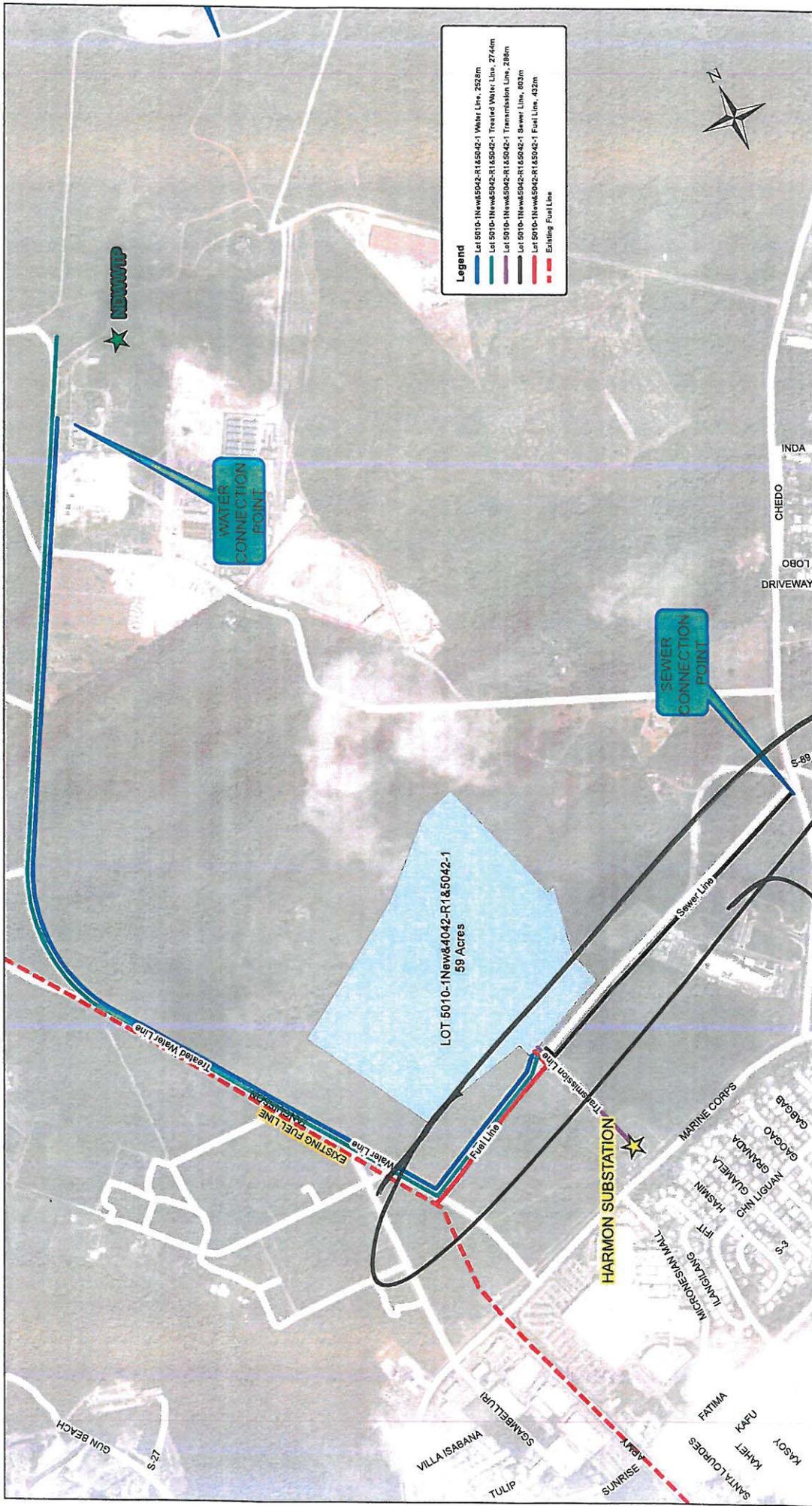
The lot, ANDERSEN VOR ANNEX (AJKZ) is bounded on the Northeast by Andersen Communication Annex No. 1 (AJKD); on the South by New Harmon Telephone Exchange and Harmon Substation; on the Southwest by Beach Road (100-Foot Right-of-Way); on the West by Route No. 3.

PREPARED BY:



RONALD G. PERRY
REGISTERED LAND SURVEYOR No. 33

3/6/95
DATE

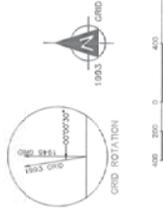


MAP CREATED BY:
Timothy C.S. Muna
GPA Engineering GIS Section

DISCLAIMER:
The information provided is for
informational purposes only and
is not intended to be used for
design or analysis. All locations
and distances are approximate.

Guam Power Authority
New Generation Infrastructure Lot 5010-1New&5042-R1&5042-1

UNIMPROVED ACCESS ROAD



REFERENCES:
SEE SHEET 23 OF 24

NOTES:
SEE SHEET 24 OF 44

LEGEND:
SEE SHEET 23 OF 28

CERTIFICATE OF SURVEYOR
I, THOMAS J. CONDON, a duly licensed and sworn surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original field notes and computations, and that the same have been carefully examined and approved by me.

THOMAS J. CONDON, P.L.S. NO. 71 DATE 1/27/00



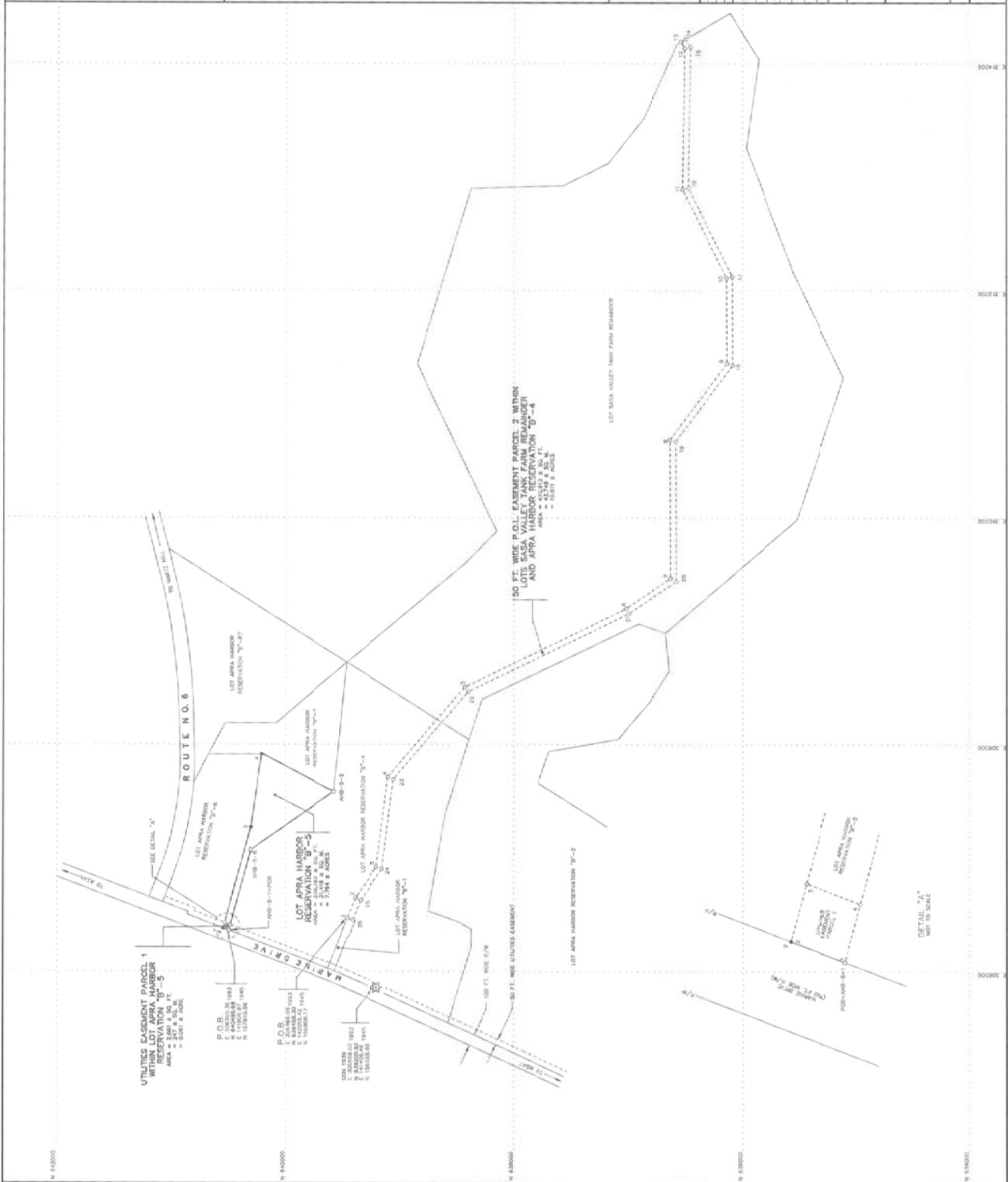
BOOK/NO.	DATE	BRIEF DESCRIPTION	BY	APPROVED
100	1/27/00	REAL ESTATE REQUIREMENT SURVEY MAP OF LOTS APRA HARBOR RESERVATION 'B' AND SASSA VALLEY TANK FARM	THOMAS J. CONDON	THOMAS J. CONDON

REAL ESTATE REQUIREMENT SURVEY MAP
OF
LOTS APRA HARBOR RESERVATION 'B'
AND SASSA VALLEY TANK FARM

DEPARTMENT OF THE NAVY NAVAL FACILITIES ENGRG. COMMAND
PACIFIC DIVISION
FORT BELLEVILLE, ILLINOIS

LAND SURVEY NO. 21
NAVY DRAINING NO. 784-1933

APPROVED & ACCEPTED FOR
CONSTRUCTION
DATE 1/27/00
BY
COMMANDER
NAVAL FACILITIES ENGINEERING COMMAND



DETAIL 'A'
NOT TO SCALE

624374

