# BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:

OF A Docket 22-02

The Application of the Guam Power Authority Requesting Approval of the Procurement of a Performance Of the GPA Fuel Farm Bulk Storage

Facility

OF A Docket 22-02

ALJ REPORT

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# **INTRODUCTION**

 This matter comes before the Guam Public Utilities Commission [PUC] upon the Request of Guam Power Authority ["GPA"] for Approval of the Procurement of a Performance Management Contract ["PMC"] for the Management, Operation and Maintenance of the GPA Fuel Farm Bulk Storage Facility.<sup>1</sup>

# **BACKGROUND**

- On August 31, 2017, the PUC approved the Performance Management Contract between GPA and IP&E Guam LLC for the Management, Operation and Maintenance of the GPA Fuel Farm Bulk Storage Facility.<sup>2</sup>
- 3. The PMC with IP&E had an initial two (2) year term which expired on September 30, 2019. However, prior to expiration of the Contract, the PUC extended the PMC for the first of three one-year extensions.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> GPA Petition for Approval of the Procurement of a Performance Management Contract (PMC) for the Management, Operation and Maintenance of the GPA Fuel Farm Bulk Storage Facility, GPA Docket 22-02, filed November 8, 2021.

<sup>&</sup>lt;sup>2</sup> PUC Order, GPA Docket 17-04, dated August 31, 2017, at p. 3.

<sup>&</sup>lt;sup>3</sup> PUC Order, GPA Docket 19-08, dated March 28, 2019, at p. 2.

- 4. On February 27, 2020, the PUC authorized GPA to exercise the second and third one-year options to extend the Performance Management Contract with IP&E Guam LLC. The current IP&E PMC will now expire on September 30, 2022.4
- 5. In its current Petition, GPA requests that the PUC authorize it to procure a new Performance Management Contract for the GPA Fuel Farm Bulk Storage Facility.<sup>5</sup> GPA seeks to begin the process now so that there will be sufficient time to carry out the procurement.
- 6. After the procurement is completed and an award is made, GPA anticipates that the new PMC would commence for a three (3) year period on or about October 1, 2022 and continue until midnight on September 30, 2025. GPA would then be able to extend the Contract for two (2) additional one-year (1-year) terms, with the mutual consent of both parties. The PMC could possibly extend until September 30, 2027.6
- 7. Along with its procurement request, GPA has submitted a draft Invitation for Multi-Step Bid for the Management, Operation and Maintenance of the GPA Fuel Bulk Storage Facility. The IFB contains four Volumes:

Volume I, Commercial Terms and Conditions

Volume II, Technical and Functional Requirements

Volume III, Facility Technical Description

Volume IV, Performance Management Contract.<sup>7</sup>

<sup>&</sup>lt;sup>4</sup> PUC Order, GPA Docket 20-08, dated February 27, 2020, at p. 3.

<sup>&</sup>lt;sup>5</sup> GPA Petition for Approval of the Procurement of a Performance Management Contract (PMC) for the Management, Operation and Maintenance of the GPA Fuel Farm Bulk Storage Facility, GPA Docket 22-02, filed November 8, 2021, at p. 2.

<sup>&</sup>lt;sup>6</sup> Invitation for Multi-Step Bid, No. GPA-\_\_\_\_-21, Performance Management Contract, Volume IV, §5.1.

<sup>&</sup>lt;sup>7</sup> On November 8, 2021, GPA submitted copies of the four volumes of the IFB to the PUC.

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- 8. The procurement documents set forth, in detail, a description of the Fuel Farm Facility, the technical requirements for the bid, the duties of the Performance Management Contractor, and a draft of the proposed Contract.
- 9. The extensive obligations of the Performance Management Contractor are indicated in Section 9 of the Performance Management Contract, a true and correct copy of which is attached hereto as Exhibit "1".
- 10. In Guam Consolidated Commission on Utilities Resolution No. FY2022-02, the CCU authorized the GPA General Manager to proceed with the solicitation for a Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility.<sup>8</sup>
- 11. The CCU approved the solicitation of a contract with a base period of three (3) years with an option to extend for up to two (2) additional one-year terms.<sup>9</sup>

### **ANALYSIS**

- 12. GPA has submitted a draft PMC that the selected bidder would be required to enter into. This form of contract has been used for many years for the PMC for the Fuel Bulk Storage Facility, since at least 2012. In form, the proposed PMC should be adequate to require proper performance by the Contractor, and to protect the interests of GPA and the ratepayers.
- 13. The Contract describes the obligations of the Performance Management Contractor in detail, including its broad scope of responsibility. Contract provisions include

<sup>&</sup>lt;sup>8</sup> Guam Consolidated Commission on Utilities Resolution No. FY2022-02, Authorizing Management of the Guam Power Authority to Solicit a Contract for the Management, Operation and Maintenance of GPA's Fuel Bulk Storage Facility, adopted and approved on October 26, 2021.

<sup>9</sup> Id.

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contractor warranty, remediation of defective work, default, termination for convenience, insurance, and indemnity provisions.<sup>10</sup>

- 14. The PUC previously determined that the PMC for the Fuel Bulk Storage Facility should be adequate to require proper performance by the Contractor, and that a PMC for that facility is reasonable, prudent, and necessary.<sup>11</sup>
- 15. Actual expenditures over the five years of the current PMC have increased considerably, from \$765,464 in FY2018 to \$799,958 in FY2021. The anticipated expenditure for FY2022 is higher again, with an approved budget of \$917,493.<sup>12</sup>
- 16. It appears likely that GPA wishes to test the market to determine whether it can obtain competitive price bids in the proposed procurement.

# **RECOMMENDATION**

- 17. The ALJ recommends that the Commission approve GPA's Petition for Procurement of a Performance Management Contract (PMC) for the Management, Operation and Maintenance of the GPA Fuel Farm Bulk Storage Facility.
- 18. However, since the cost for such a PMC is presently unknown, the PUC should require GPA to seek PUC approval of its final PMC Contract.
- 19. A Proposed Order is submitted herewith for the consideration of the Commissioners.

<sup>&</sup>lt;sup>10</sup> Invitation for Multi-Step Bid No. GPA-\_\_\_-21, Performance Management Contract, filed November 8, 2021.

<sup>&</sup>lt;sup>11</sup> PUC Order, GPA Docket 20-08, dated February 27, 2020, at p. 3.

<sup>&</sup>lt;sup>12</sup> See Exhibit "2" attached hereto, which are Contract Breakdown costs and History, submitted with the GPA Petition.

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Dated this 26th day of November 2021.

Frederick J. Horecky
Chief Administrative Law Judge

# SECTION 9. PMC'S OBLIGATIONS

9.1 Responsibility within the Physical Boundaries of the Bulk Fuel Storage Facility.

The PMC's area of responsibility shall include the entire Bulk Fuel Storage Facility within the perimeter fence and the pipelines to and from the Plants and Tristar Tie-In. The pipeline infrastructure to the Ukudu Power Plant is projected to be completed on or before December 2022. The Invitation For Bid Documents, Volume VI Schedule B identifies the physical boundaries.

### 9.2 Management and Operation.

The PMC shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required in this contract, and as specified in the Invitation for Bid Documents. The PMC shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on the Contract to the satisfaction of the OWNER.

The PMC shall manage, operate and maintain the Bulk Fuel Storage Facility and all equipment and structures within the physical boundary of the Fuel Farm, which includes, but is not limited to, the transfer pumps, pipelines, cathodic protection system, leak detection system, oil-water separators, and other accessories, in good, safe and operating condition.

The General Responsibilities of the PMC shall include, but is not limited to:

- (a) Operation of the facility on a twenty-four hour (24-hour), seven-day (7-day) basis. Fuel transfers shall be restricted between Six A.M. (6 A.M.) to Six P.M. (6 P.M.); any fuel transfer beyond these are shall be subject the approval of the Manager of Generation
- (b) Determination of fuel oil quantity for all transfers, receipts, deliveries and for inventory;
- (c) Delivery monitoring;
- (d) Daily physical survey;
- (e) Reporting; and
- (f) All other duties and responsibilities as delineated in Volumes I, II and III of the Invitation for Bid.

### 9.3 Specific Responsibilities.

Specific responsibilities include, but is not limited to:

### 9.3.1. Fuel Transfer.

The PMC will be responsible for all the fuel transfer to and from the GPA Bulk Fuel Storage Facility, and should ensure that all activities are done safely, efficiently and effectively. This shall include but is not limited to:

- (a) Fuel Transfer to Power Plants. The PMC shall coordinate the delivery of fuel oil to the various GPA Power Plants.
- (b) Fuel Transfer to and from Off-site GPA-leased Tanks. The PMC shall coordinate the transfer of fuel from off-site GPA-leased tanks to the Bulk Fuel Storage Facility and vice versa. The PMC will coordinate with the dispatcher of the off-site bulk storage facility to schedule and oversee deliveries of fuel and/or transfer of fuel.
- (c) Fuel Transfer to and from Oil Tankers/ Vessels. The PMC shall coordinate the transfer of fuel from Cargo Ship to the GPA Bulk Fuel Storage Tanks (and vice versa) together with GPA, GPA's Fuel Supplier, and other GPA's Fuel Handling PMCs. The PMC shall also be responsible for the submittal and clearing the cargo documents as required by the Guam Customs and Quarantine prior to the vessel arrival.

The PMC shall establish a standard operating procedure or update and improve existing procedures for preventing product contamination and minimizing inventory losses. The PMC shall fulfill all other responsibilities related to Receiving of Bulk Product as described in Volumes I and II of the Invitation for Bid.

### 9.3.2 Fuel Quality.

The PMC shall ensure that the products in GPA's storage tanks meet the Fuel Specifications required by GPA. The PMC shall not cause to contaminate the product stored in the bulk storage tanks, and shall be liable for any product contamination resulting from the negligent acts of its employees or agents. Such negligent acts shall be subject to claims by GPA against the PMC. Quality specification is listed under Schedule A in Volume VI of the Invitation for Bid.

# 9.3.3 Maintenance Activities.

The PMC shall incorporate a comprehensive maintenance program that is documented to ensure that all maintenance and upkeep practices are adhered to for full life expectancy of the fuel bulk storage facility and pipelines. This contract shall be executed as the turnkey management of the

facility with the PMC responsibility for all necessary routine repairs and replacements to the equipment and other appurtenances belonging thereto, as necessary to maintain as such in good working condition in order to have a continuous and uninterrupted delivery of fuel during the course of the contract.

### (a) Routine Maintenance Activities.

The routine repairs, maintenance, and upkeep of the facility and equipment shall be carried out by the PMC. Routine Maintenance and minor repairs include, but is not limited to:

- Monthly Tank System Inspections
- Pump Station System Integrity Check
- Instrument Calibration
- Pipeline Inspection
- Operation and Maintenance of Tank System, Pumps and Auxiliary (Diesel-driven) Pump System, Valves, Pipeline within the facility from the Tristar Tie-In connection up to the Ukudu Plant storage tank, and all Instrumentation and Electrical Systems
- Cathodic Protection System Operation and Maintenance
- Leak Detection System Operation and Maintenance
- Oil Water Separator Operation and Maintenance
- Maintenance of Building, Fencing, Grounds and others
- Environmental Compliance and other Technical or Professional Services required to as part
  of proper operation and maintenance of the Bulk Fuel Storage Facility
- All tasks required to ensure compliance with environmental, local and federal regulations (such as those imposed by, but not limited to USEPA, Guam EPA, US Coast Guard, OPA and others).

If such routine maintenance work involves oil spill response and clean-up, expenses incurred for the oil spill response and clean-up shall be treated separate from the costs associated with the routine O&M work and billed on a separate invoice.

All resources required to undertake the routine maintenance shall be handled by the PMC. PMC shall not assign any work to GPA, nor assume that GPA will take on any work related to the major repair or replacement for which the PMC has offered to undertake. In critical

circumstances, such as if the activity is required to ensure compliance with local and federal regulations, PMC may consult with GPA to jointly determine the most efficient way of undertaking routine operation and maintenance activities.

The PMC shall be solely responsible for the repair or replacement of equipment if determined that subject equipment was damaged through negligence, misuse or lack of maintenance, regardless of the cost. The PMC shall also be responsible for the cost of oil spill recovery efforts for any product released resulting from such negligence.

The PMC shall fulfill all other responsibilities related to Routine Maintenance as describe in Volumes I and II of the Invitation for Bid.

# (b) Major and Non-Routine Maintenance Activities, Services, Repairs and/or Replacements.

The PMC shall advise GPA, verbal and in writing, of any required major and non-routine maintenance activity, service, repair and/or replacement in excess of Ten Thousand Dollars (\$10,000.00). GPA shall conduct the necessary inspections and evaluations, and work with the PMC in the implementation and completion of the activity / service / repair / replacement. Should the need for the activity / service / repair / replacement be due to damages that are determined to be unpreventable, justified, and outside the control of the PMC, then GPA and the PMC shall jointly identify the best solution to remedy the problem. In all other cases, the PMC shall be responsible to bear the costs of replacement. The PMC shall provide GPA with the cost proposal prior to execution of any work and the project shall be approved in advance. The PMC shall then invoice GPA for the reasonable costs and expenses. The PMC shall provide GPA with all statements and supporting documentation associated with the subject activity, service, repair and/or replacement projects. The PMC shall fulfill all other responsibilities related to Routine Maintenance as describe in Volumes I and II of the Invitation for Bid. The PMC administrative charges for any major or non-routine maintenance with a one-time cost over \$10,000.00 shall not exceed 5%.

### 9.3.5 Right to Inspection.

GPA shall have the right to conduct inspections of any repair and/or replacement projects. In the event of a dispute, an independent inspector shall be appointed, mutually acceptable to both parties, whose decision as to the quality and/or necessity of the work shall be final and binding on both parties. The independent inspector(s)' fees and charges shall be shared equally by both

parties. Payments of any and all invoices of any major repairs or replacements shall be made based on mutually acceptable terms pre-approved by the PMC and GPA.

### 9.3.6 Equipment.

The PMC is responsible for the purchase, operation, maintenance and deployment of all necessary oil spill equipment as required in the SPCC Plan. Furthermore, the PMC shall maintain an inhouse or on-site stock inventory of the materials, as required, for the sole purpose of supporting this contract.

## 9.3.6 Communications and Reporting.

The PMC is required to fulfill all responsibilities on Communications and Reporting as delineated in Volume II Section 3 of the Invitation for Bid.

### 9.3.7 Other Operations and Maintenance Activities.

The PMC shall perform their day-to-day management and operations of the Bulk Fuel Storage Facility to include but is not limited to:

- (a) Conduct daily physical survey of the bulk fuel storage tanks immediately after completion of fuel transfer to the power plants.
- (b) End-of-the-Month Physical Survey of the bulk fuel storage tanks at the GPA Bulk Fuel Storage Facility and GPA-leased tanks from other bulk storage facilities, performed by an independent third party inspector acceptable to GPA.
- (c) Monthly Tank System Inspection and Pump Station Integrity Check.
- (d) Regular Meter and Instrumentation Calibration at least annually, or as recommended by manufacturer.
- (e) Operation and Maintenance of Cathodic Protection System and Leak Detection System
- (f) Compliance with all regulations and requirements.
- (g) Review, update and maintenance of all required Documents, including Standard Operating Procedures.
- (h) PMC shall provide monthly reports to GPA regarding all activities stated. GPA may conduct unscheduled spot inspections of the Bulk Fuel Storage Facility including activities required from the PMC.
- (i) All other responsibilities indicated in the Invitation for Bid documents.

### 9.3.8 Personnel.

The PMC shall provide adequate number of qualified and trained personnel to deliver all fuel oil required to all of GPA-owned and contracted power plants at any time the power plants require fuel oil. PMC shall provide all personnel required to safely, efficiently, and legally receive all vessel shipments and conduct delivery of fuel oil required to provide the needs described above and maintain minimum inventory requirements necessary for the assurance of fuel oil supply in all cases. The training (initial and follow-on) for operations, maintenance, and safety, as well as all applicable certifications, are the sole responsibility of the PMC for their personnel. The PMC shall also comply with Staffing Requirements as specified in Volume II Section 4 of the Invitation for Bid Documents.

### 9.3.9 Coordination with GPA.

PMC shall coordinate with the GPA dispatcher and power plants personnel to schedule fuel deliveries at the convenience of the power plants providing the communication equipment necessary to maintain continuous communications with the GPA dispatch center. PMC shall coordinate with the dispatcher of the off-site bulk fuel storage facility to schedule and oversee deliveries of fuel from the GPA-leased tanks to the power plants.

### 9.3.10 Oil Spill Recovery Equipment and Inventory.

PMC shall establish and maintain equipment required by the SPCC and OPA '90 facility plan in good operating condition at all times and all others necessary to meet immediate response in case of oil spill or other form of incident that may cause danger to the environment.

PMC shall submit, on a semi- annual basis, an inventory list of essential spare parts to be approved by GPA. PMC shall maintain a minimum inventory of such parts at all times, and ensure that there is sufficient inventory of parts and materials required for the 24-hour operation of the Bulk Fuel Storage Facility. GPA and the PMC shall meet to establish minimum required inventory items and stock levels for regular plant operations and compliance with regulatory requirements. The PMC shall also ensure that all equipment as required in OPA '90, SPCC Plan and FRP are available and that they are able to operate and deploy all these equipment when needed. Inventory Status Reports shall be submitted to GPA regularly as part of the monthly submission.

The PMC shall also complete and be guided by the requirements under Volume II of the Invitation for Bid Documents.

### 9.3.11 Performance Guarantees.

The PMC shall meet and comply with all Performance Guarantees stated in the Invitation for Bid.

### 9.3.12 Capital Improvement Projects (CIPs).

The PMC is responsible for identifying and recommending to GPA all future Capital Improvement Projects (CIPs) they deem necessary to contribute to the operational efficiency of the Bulk Fuel Storage Facility. The PMC shall fulfill responsibilities on Capital Improvement Projects as delineated in Volume II Section 3.6.2 of the Invitation for Bid.

The PMC shall coordinate with GPA in planning and forecasting the needs for the upgrade and/ or major repair or replacement of facility equipment, capital improvement projects, and other expenditures for such major maintenance, equipment acquisition, and/or upgrade of the system. In the event that major expenditures are undertaken by the PMC (for expediency), said expenditures will require prior approval by GPA via formal written request and/ or proposals. GPA will reimburse such expenditures upon presentation of satisfactory documentation of expenditures. The PMC administrative charges for any CIPs with a one-time cost over \$10,000.00 shall not exceed 5%.

### 9.3.13 Uniformed Security.

PMC shall provide uniformed, un-armed security forces from an agency that is accredited as per Government of Guam Regulations, to patrol and safeguard the bulk fuel facility premises on a twenty-four (24) hours, seven (7) days a week basis. Expenses for security shall be under the PMC's Fixed Management Fee.

### 9.3.14 Grounds Maintenance.

PMC shall maintain and keep the GPA Bulk Fuel Storage Facility neat and clean at all times. PMC shall be responsible for ground maintenance of the tank dikes, impounding basin areas, pump station, operating and maintenance areas, and all others areas within the physical boundaries of the GPA Bulk Fuel Storage Facility. PMC shall trim grass and cut vegetation and shall not cause any growth to come in contact with equipment, pumps, pipelines, fences and other appurtenances at anytime. Vegetation should be cleared at all times and kept at a distance of no

less than 10 feet outside the fence. Expenses for Grounds Maintenance shall be under the PMC's O&M Budget.

### 9.3.15 Utilities.

PMC shall pay for all charges from gas, electricity, light, power, communication, and other services used, rendered, or supplied upon or in connection with the continuous operations and maintenance of the fuel farm facilities, as part of their O&M Budget.

### 9.3.16 PMC's Financing Responsibilities.

The PMC shall have the financial capability to support its cash flow requirement associated with and to sustain the maintenance and operation costs of the facility, and shall comply with the requirements as stated in Volume II, Section 3.18 (Financing) of the IFB Documents.

# 9.3.17 GPA's Financing Responsibilities.

GPA will assume total funding of all capital and O&M expenditures, but reserve the option to seek funding assistance from the PMC. In the event the PMC provides funding, PMC and GPA shall mutually agree on acceptable compensation structure, as illustrated in Volume II, Section 3.18 Financing of the IFB Documents. GPA will reimburse the PMC in a timely manner for the expenses incurred by the PMC in conjunction with projects undertaken under the O&M Budget. The PMC shall present to GPA proof of expense which shall include invoices by vendors, receipts, certificates, proof of payments and delivery on site of materials, equipments, and other related goods and services, included in the invoice as claimed for reimbursement.

### SECTION 10. QUANTITY AND QUALITY ASSURANCE

PMC shall be solely responsible for the cost resulting from any direct damages due to losses in fuel quantity and/or failure in quality thereof, caused by the negligence of the PMC.

### SECTION 11. FEDERAL AND LOCAL REGULATORY COMPLIANCE

### 11.1 General Responsibilities.

The PMC shall be responsible for complying with all Environmental, Homeland Security, and other Federal and Local compliance requirements to include, but not limited to the following areas:

(a) Mandatory membership with a qualified and certified Oil Spill Response Companies on Guam

# GPA-014-17: IP&E Holdings, LLC. dba IP&E Guam

|    |            | CONTRACT ITEMS (RDEAKDOWN)  |      | Contract Year | t Year                      | OPTIONAL  | OPTIONAL Contract Extension Years | Ision Years             |
|----|------------|---|------|---------------|-----------------------------|---|-----------------------------------|-------------------------|
|    | The second |   |      | 1             | 2                           | 1st Extra   | 2nd Extra                         | 2nd Fyth                |
|    |            |   | (10) | (10/01/12 10  | (10/01/18 TO                | 01 61/10/01)  | (10/01/20 TO                      | (10/01/21 TO            |
|    |            |   | 60   | 09/30/18)     | (61/06/60                   | 09/30/20)   | 09/30/21)                         | (22/06/30               |
|    | A-         | Management and Administration Fees (Include all expenses for                | Ę    |               |                             |   |                                   |                         |
|    | н          | staffing, office maintenance, expenses for utilities and                    | _    |               |                             |   |                                   |                         |
|    |            | communications, management fees and administration fees)                    | \$ 5 | 16,560.00     | \$ 532,056.80               | \$ 516,560.00 \$ 532,056.80 \$ 548,018.50 \$ 564,459.06 \$ 581 302 83 | \$ 564.459.05                     | S 581 397 83            |
| KA | 7          | Security Contractor   | \$ 1 | 44,540.00     | \$ 148.876.20               | \$ 144,540.00 \$ 148,876.20 \$ 153,342,49 \$ 157,042,76 \$ 161,691,04 | \$ 157 942 76                     | C 162 681 0A            |
| 01 | 3          | Spill Response Company Membership Fees                                      | S    | 35,000.00     | \$ 36,050,00                | \$ 37.131.50  | 37 131 50 \$ 38 245 45 C          | 5 30 302 61             |
| AG | 4          | Insurance Fees (Volume I - 5.41A)   | S    | 20.400.00     | \$ 21,012.00 \$             |   | 21 642 3E C 22 201 E2 E 22 0CA 20 | 23,336,01               |
| N  | u          | Inventory - Environmental / Oil Spill Equipment                             |      |               |                             |   | Control of the last               | 2 44,300.30             |
| W  |            | *Oll Spill Response & Environmental Compliance (OPA 90, SPCC and FRP, etc.) | v    | 2,500.00      | \$ 2,575.00                 | \$ 2,500.00 \$ 2,575.00 \$ 2,652.25 \$ 2,731.82 \$ 2,500.00           | \$ 2.731.82                       | S 25mm                  |
|    |            |   | S    | \$91,000.00   | \$93,730.00                 | \$96,541.90   | \$99,438.16                       | \$102,421.30            |
|    | 9          | Plus 6% GRT   |      | \$5,460.00    | \$5,623.80                  | \$5,792.51  | \$5,966.29                        | \$6,145.28              |
|    |            |   | s    | 96,460.00     | \$ 99,353.80                | 96,460.00 \$ 99,353.80 \$ 102,334.41 \$                               | \$ 99,438.16                      | 99,438.16 \$ 108,566.58 |
|    |            | TOTAL BUDGET  | 44   | 15,460.00     | \$ 815,460.00 \$ 839,923.80 |   | \$ 865,121.51 \$ 885,108.88 \$    | \$ 917,493.64           |
|    |            | ACTUAL EXPENDITURES   | \$ 7 | 65.464.29     | \$ 787,000.26               | \$ 765,464.29 \$ 787,000.26 \$ 792,445,65 \$ 799,985,66               | \$ 799,985,66                     |                         |
|    |            | BUDGET SURPLUS/(SHORTFALL)  | *    | 49,995.71     | \$ 52,923.54                | \$ 49,995.71 \$ 52,923.54 \$ 72,675.86 \$ 85,123.22                   | \$ 85,123.22                      |                         |

# CONTRACT HISTORY REPORT - FUEL HANDLING

1. GPA FUEL FARM FACILITY MANAGEMENT AND OPERATION

| CONTRACT NO.   CONTRACTOR   CON                       |                             | MTRACT DEPICE | Demande                        | 2000        |                  |               |
|---|-----------------------------|---------------|--------------------------------|-------------|------------------|---------------|
|   |                             | ľ             | NEWYNO                         |             | COS I (Williams) | Z.            |
| OCI 01, 2021 - SEP 30, 2022                           | I, 2021 - SEP 30, 2022      | "             | 3rd of 3 Year Extn Period      | \$76,483.95 | (All Inclusive)  | \$ 917,807.41 |
| OCT 01, 2020 - SEP 30, 2021                           | 1, 2020 - SEP 30, 2021      |               | 2nd of 3 Year Extr Period      | \$74,256.26 | (Ali Inclusive)  | \$ 891,075.17 |
| OCT 01,   | 1                           |               | 1st of 3 Year Extn Period      | \$71,610.75 | (All Inclusive)  | \$ 859,329.00 |
| OCT 01, 2018 - SEP 30, 2019                           | 1, 2018 - SEP 30, 2019      |               | 2nd of 2 Year Base Period      | \$69,525.00 | (All Inclusive)  | \$ 834,300.00 |
| IP&E OCT 01, 2017 - SEP 30, 2018                      | OCT 01, 2017 - SEP 30, 2018 |               | 1st of 2 Year Base Period      | \$67,500.00 | (All Inclusive)  | \$ 810,000.00 |
| Vital Energy JUN 01, 2017 - SEP 30, 2017              |                             |               | 3 Months extn                  | \$57,004.70 | (All Inclusive)  |               |
| Vital Energy JUN 01, 2016 - MAY 31, 2017              |                             |               | 2nd of 2 Year extn             | \$57,004.70 | (All Inclusive)  | \$ 684,056.47 |
| Vital Energy JUN 01, 2015 - MAY 31, 2016              |                             |               | 1st of 2 Year extn             | \$56,147.95 | (All Inclusive)  | \$ 673,775.40 |
| ONOS  | _                           |               | 3 Years Base Period            | \$56,272.79 | (All Inclusive)  | \$ 675,273.48 |
| OCT 01, 2011- MAY 31, 2012                            | 1, 2011-MAY 31, 2012        | 7.0           | 7 months of 3rd Year Extension | \$54,356.00 | (All Inclusive)  | \$852,272,00  |
| MAY 01, 2011- SEP 30, 2011                            | 1, 2011- SEP 30, 2011       | 5             | 5 months of 3rd Year Extension | \$54,356.00 | (All Inclusive)  | \$652,272,00  |
| Peterra, Inc. MAY 01, 2010- APR 30, 2011              | MAY 01, 2010- APR 30, 2011  | 4             | 2nd of 2 Year Extension        | \$54,356.00 | (All Inclusive)  | \$652,272.00  |
| MAY 01  |                             |               | 1st of 2 Year Extension        | \$54,356.00 | (All Inclusive)  | \$652,272.00  |
| MAY 01.   |                             |               | 3 Years Base Period            | \$54,356.00 | (All Inclusive)  | \$652,272.00  |
| Peterra, Inc. MAY 01, 2001 - APR 30, 2004             |                             |               | 3 Years Base Period            | \$59,000.00 | (All Inclusive)  | \$708,000.00  |
| Peterna, Inc. MAY 03, 1998 - APR 30, 2001             | MAY 03, 1998 - APR 30, 2001 |               | 3 Years Extension              | \$50,000.00 | +GRSL Expenses   | \$600.000.00  |
| Peterra, Inc. JAN 01, 1996 - APR 02, 1998             |                             |               | 2 Years Base Period            | \$50,000.00 | +GRSL Expenses   | \$600,000.00  |
| PEDCO JAN 01, 1995- DEC 31, 1996                      | _                           | - 66          | 2 Years Base Period            | \$50,000.00 | +GRSL Expenses   | \$800,000,00  |
| P Day Canberral films Free Selection to the selection | 144.1                       | ١             |                                |             |                  | 20000000      |