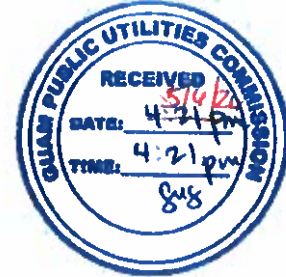


# TORRES LAW GROUP

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May 6, 2026



## VIA ELECTRONIC MAIL

Jeffrey C. Johnson  
*Chairman*  
Guam Public Utilities Commission  
Hagatna, Guam

**Re: GPA docket 26-10: Petition of the Guam Power Authority to Amend the Ukudu Power Plant Energy Conversion Agreement**

Dear Chairman Johnson and Commissioners:

Doosan Ukudu Power LLC ("Doosan") writes to formally oppose GPA docket 26-10 as noticed in the PUC's agenda. The Guam Power Authority seeks to Amend the Ukudu Power Plant Energy Conversion Agreement (Agreement) to Permit GPA to pay for Additional Testing conducted in the last quarter of 2025. Your Legal Counsel's Report and proposed Order ("Proposed Amendment") are currently before the Commission for review., and the proposed retroactive payment is inconsistent with Guam law, public procurement principals and applicable Commission oversight. The Proposed Amendment retroactively addresses payment for services already rendered. Retroactive contracting and retroactive payment mechanisms raise serious concerns under Guam law and public procurement principles. As drafted, Doosan will not be fully compensated for its performances. Prior to he Commission taking any action on the Resolution authorizing the amendment Doosan submits the following for your consideration:

First, there are significant Guam statutory legal concerns because the Proposed Amendment seeks to retroactively address payment for services already rendered. Retroactive contracting and retroactive payment mechanisms are inconsistent with Guam law and public procurement principles, including transparency, accountability, and the prohibition against using after-the-fact amendments to cure deficiencies in authorization, scope, or pricing. (See 5 GCA Sections 22401(a),(a)(3), The are also procedural requirements that must be complied with (5 GCA 5350), In short, the amendment is for payment of providing power to the island of Guam between October 1, 2025-December 14, 2025. The amount sought is disputed by Doosan.

At the risk of being redundant with the Resolution, I will briefly restate the relevant history. Between July and September Doosan provided power to the grid at GPA's direct request to address GPA's urgent problem of load shedding. Doosan was under

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no obligation to do so and, although providing power during the day prevented Doosan from working full time conducting tests for commissioning the power plant, Doosan provided power to the grid. GPA has not been paid for the power provided during Doosan's testing period. Then in September when it became apparent the Doosan would not meet the commencement date, GPA requested that Doosan provide 100MW of continuous power for the months of October to December to meet Guam's power needs. Among the written discussions of obligations between GPA and Doosan was that there could be a waiver of any liquidated damages. Although it was a motivation for Doosan to again provide power during the commissioning period, the liquidating damages were not waived. GPA and Doosan had worked closely together during construction of the power plant but, suddenly, on or about October 1, 2025, GPA cut off communications stating it had no contract with Doosan.

GPA now asks the Commission to approve an amendment backdated as effective October 1, 2025. If GPA received services without proper contractual authority, the appropriate mechanism under Guam law is the government claims process, not a retroactive amendment that bypasses procurement safeguards. In addition to the legal concerns, the Proposed Amendment is inequitable and unfair because it significantly lowers the amount owed to Doosan for grid support that it has already provided in good faith at GPA direction to alleviate severe load-shedding conditions across the island. Doosan answered that call, and the power was delivered by Doosan. As drafted, the Proposed Amendment would leave Doosan uncompensated for manpower hours, warranty extension required for Grid Support, consumables such as ammonia, lubrications and other items.

The Proposed Amendment imposes new conditions that are not part of the basis on which Doosan performed. This type of action is inequitable and commercially unreasonable. It undermines confidence that third parties can respond to GPA requests-particularly in time-sensitive circumstances-without later being subjected to unilateral repricing or partial payment through an after-the-fact amendment, without full compliance with the law, to cure deficiencies in authorization, scope, or pricing.

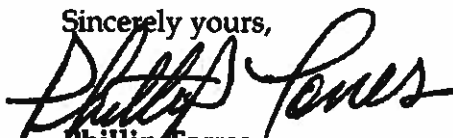
When GPA required services, the appropriate course was to ensure those services were properly authorized and compensated under lawful procurement and contracting procedures-not to use a retroactive amendment that (i) changes the economic terms after performance, (ii) potentially prejudices third parties who relied on GPA's authority and request, (iii) risks ratifying past actions without the safeguards Guam law requires and (iv) justifies GPA's behavior in shutting out Doosan after the fact on discussions for payment and liquidated damages because "we don't have a contractual relationship". The Commission's review function is intended to protect ratepayers and the public by ensuring that utility contracting is prudent, transparent, and lawful.

Approving an amendment that undercompensates a third-party provider while by retroactively addressing past services would set a harmful precedent. Doosan

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respectfully requests that the Commission decline to approve the Proposed Amendment or at a minimum not vote on the resolution without a complete understanding of the factual background and relevant requirements of Guam laws. Doosan is prepared to submit comments and documents in advance of any future meeting to support its position and would be available if given an opportunity to be heard at a PUC meeting, if permitted and the Commission thought necessary.

Sincerely yours,



Phillip Torres