UTILITY SERVICE CONTRACT

Contract Number N62467-86-C1852

This service contract is negotiated pursuant to 10 U.S.C. 2304(c)(1) and Chapter 166 of Florida Statutes.

THIS SERVICE CONTRACT is entered into as of 31 MAR 1986 by and between the UNITED STATES OF AMERICA, hereinafter called the NAVY, represented by the the Contracting Officer executing this contract, and the City of Key West, whose address is 525 Angela Street, Key West, Florida 33040, hereinafter called the CITY.

I. SCOPE. Subject to the terms and conditions hereinafter set forth, the CITY shall furnish, and the NAVY shall purchase and receive, wastewater utility service (hereinafter also called utility service) requested by the NAVY from the CITY at the premises to be served hereunder (hereinafter called the service location), in accordance with the provisions herein and all Exhibits attached hereto.

II. TERM AND TERMINATION.

This service contract shall continue in effect for 10 years from date of execution and at the option of the NAVY shall be renewed for two (2) additional 10-year periods, provided the NAVY gives the CITY 180 days advanced written notice of its intention to renew.

III. DEFINITIONS.

3.1 "WORDS AND TERMS"

Words and terms relating to water and wastewater shall have the definitions listed in the Glossary - Water and Wastewater Pollution Control Engineering, Third Edition. DENVER: American Water Works Association, 1981.

3.2 "KEY WEST WASTEWATER TREATMENT SYSTEM"

This term shall mean those facilities solely owned and operated by the CITY for the purpose of wastewater collection, transport, treatment and disposal, and residual sanitary sludge waste management, within the City

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of Key West's wastewater utilities service area, including future modifications, additions and extensions to these facilities and/or the service area as may be made from time to time.

3.3 "NAVY'S SYSTEM"

This term shall mean the wastewater collection and transmission system owned and used exclusively by the NAVY including gravity sewers, manholes, laterals, lift stations, pump stations, force mains, and appurtenances thereto for which the NAVY has responsibility for operation and maintenance and renewal and replacement and from which the NAVY discharges at the "POINTS OF CONNECTIONS" to the CITY's wastewater system.

3.4 "POINTS OF CONNECTIONS"

This term shall mean the points where the NAVY's system connects to the CITY's system for the purpose of delivering wastewater into the CITY's system from the NAVY's system as may be amended from time to time by mutual consent of the CITY and the NAVY.

3.5 "PLANNED CAPITAL FACILITIES"

This term refers to new and improved system components of the KEY WEST WASTEWATER TREATMENT SYSTEM that are necessary to provide wastewater treatment, transmission, disposal, and residual sludge management and disposal. These components are identified in the Key West Wastewater Facilities Plan, March 1986.

3.6 "FUTURE CAPITAL FACILITIES"

This term refers to future capital improvements not identified in the Key West Wastewater Facilities Plan, March 1986 and not included in an annual program for repair and rehabilitation.

3.7 "REPAIR AND REHABILITATION"

This term refers to annually budgeted cost for upkeep, repair and ongoing rehabilitation of the wastewater system. It shall be represented in the annual wastewater enterprise budget as a separate Repair and Rehabilitation (R&R) account.

3.8 "COST BASIS"

This term shall mean the cost-bearing items and activities eligible for allocation of capital and annual costs of the wastewater system between the CITY and the NAVY. The CAPITAL COST BASIS shall include, but not be limited to, facilities planning, design, and construction of planned capital facilities, as well as improvements to existing facilities of the Key West wastewater system for the mutual benefit of the CITY and the NAVY. The ANNUAL COST BASIS shall include those cost items budgeted annually in the CITY's Wastewater Enterprise Fund for operations, maintenance, rehabilitation, and repair of the facilities and administration of the wastewater system and enterprise account which are fair and reasonable. Items included in the CAPITAL COST BASIS are identified in Section VI and items included in the ANNUAL COST BASIS are identified in Section VII.

3.9 "FORMULA FOR COST ALLOCATION"

This term shall mean the method or procedure by which the CITY's and the NAVY's shares of costs identified in the COST BASES are allocated. The formula will be used to calculate proportionate cost shares related to the system's use and benefit, as described in Sections VI and VII.

3.10 "PROCEDURE FOR ADMINISTRATION OF COST ALLOCATION"

This term shall mean the procedure by which the agreed upon allocation of capital and annual costs is carried out. It shall include provisions

for cost accounting, billing and remittance, management and administration of all aspects of cost allocation as described in Section VI and VII. This paragraph is subject to the DISPUTES provisions herein defined.

3.11 "SANITARY FLOW"

This term shall mean wastewater derived from dwellings, businesses, governmental operations and commercial operations, the characteristics of which are typical of "domestic wastewater", excluding industrial wastewater, and clear water resulting from infiltration and inflow. SANITARY FLOW estimates shall be derived from water delivery data provided by the Florida Keys Aqueduct Authority (FKAA), as adjusted.

3.12 "HEAD OF AGENCY"

"Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and the Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

3.13 "CONTRACTING OFFICER"

"Contracting Officer" for the NAVY means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

3.14 "CONNECTION CHARGE"

This term shall refer to a charge by the CITY, payable by the NAVY, for connecting NAVY wastewater facilities to those owned and operated by the CITY. This charge shall be determined by calculating the aggregate cost of capital facilities providing utility service to the NAVY, referred to as the CAPITAL COST BASIS, multiplied by the NAVY's pro rata share of wastewater contributed to the system, except for the capital cost of facilities allocable to the NAVY at 100%.

3.15 "RATES"

Rates, hereinafter referred to as rates and charges, shall mean the charge for a unit of service determined from ANNUAL COST BASIS times the measured and estimated flows of the NAVY, as a percent of total system flows, as described in Section 7.3 as well as unit charges for exceeding strength parameters as set forth in Section 7.4 and additional charges as described in Section 4.4 for costs incurred by the CITY in events where the NAVY flows exceed the amount for which capacity is reserved.

3.16 "BILL"

Bill is an invoice remitted by the CITY to the NAVY including rates times units of service provided plus any other reasonable costs allocable to the NAVY under this agreement.

3.17 "ADJUSTMENTS"

An adjustment means a modification to total annual billings based on the difference in estimated costs eligible for allocation to the NAVY and the actual cost as shown in annual audited financial statements.

IV. GENERAL.

4.1 CONTINUITY OF SERVICE AND CONSUMPTION.

(a) The CITY shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable to the NAVY for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control and without the fault or negligence of the CITY. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities.

(b) The NAVY shall have the right to a proportionate use of the KEY WEST WASTEWATER TREATMENT SYSTEM not to exceed a designated capacity as stipulated in Section 4.3, provided such use meets the terms and conditions as set forth herein. The NAVY shall maintain the NAVY'S SYSTEM, in good repair and shall institute a program of rehabilitation and replacement of components of the NAVY's SYSTEM, to reduce excessive infiltration/inflow and thereby ensure that such designated reserve capacity is not exceeded. The NAVY shall be responsible for operation and maintenance, including financing, of the NAVY'S SYSTEM, which shall not be in whole or part a responsibility of the CITY.

(c) In the event the NAVY is unable to operate the service location in whole or in part for any cause beyond its control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions or strikes, an equitable adjustment shall be made in the minimum monthly charge if the period during which the NAVY is unable to operate the service location in whole or in part shall exceed fifteen (15) days during

any billing period hereunder, provided, however, this section of the Agreement does not conflict with Section II, TERM AND TERMINATION, which shall be given prime applicability.

4.2 COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS

It is agreed by both parties that the intent and objective of this Agreement is that the performance by the parties and that the facilities of the Key West Wastewater System be in compliance with federal and state laws and regulations, including but not limited to those of the Florida Department of Environmental Regulation and the U.S. Environmental Protection Agency related to wastewater collection, transport, treatment and disposal and the management of residual sanitary sludge. It is further agreed that the CITY will exercise due diligence, and the NAVY shall exercise due cooperation, to do all that is necessary and reasonable to meet the requirements of such laws and regulations. It is further agreed that in the event that the applicable laws and regulations are modified or changed, the CITY shall have the right and responsibility under the terms of this Agreement to do all that is necessary and reasonable to develop facilities and procedures that will bring the wastewater system operations into compliance with the modified or changed laws and regulations, and that the NAVY shall exercise all reasonable cooperation with the CITY in its efforts to achieve compliance, and that in such event, the Agreement shall be the controlling document without the requirement that its terms and conditions be renegotiated.

4.3 NAVY RESERVE CAPACITY

The NAVY has the right of use of the wastewater system capacity allocated for normal flows and allowed excess capacity, but not to exceed the capacity reserved for NAVY's use as set forth in Exhibit E. The NAVY shall not exceed those capacities shown on Exhibit E except as provided in Section 4.4.

4.4 ALLOWANCE FOR EXCESS NAVY CAPACITY

The CITY shall grant the NAVY use of system capacity in excess of the NAVY's RESERVE CAPACITY as established in Section 4.3 above, so long as the NAVY's excess flow combined with flows from other sources do not exceed the design capacity of the treatment system. The NAVY shall be allocated a pro rata share of all system costs determined in the same manner as costs are determined for other CITY customers for those costs for capacity in excess of that allocated for NAVY use.

If capacity requirements by the NAVY, over and above the capacity allocated for normal use and excess capacity continue beyond a period of 12 months, the NAVY and the CITY agree to enter into negotiations of terms and conditions of the NAVY's payment for the capacity on a permanent use basis. Such negotiations and permanent capacity use are considered beyond the terms of this Agreement.

The NAVY shall be liable for any CITY damages arising as a result of use of capacity granted by the CITY in excess of the allowed reserve capacity or for damages caused by the NAVY's use of the capacity in excess of that allowed.

4.5 LIMITATION ON CONNECTION OF SIGSBEE PARK

Wastewater service will not be provided and flows will not be accepted until the CITY obtains a valid NPDES permit and discharge permit from Florida Department of Environmental Regulation (DER) authorizing such services.

4.6 SALE OR TRANSFER OF UNUSED CAPACITY

The NAVY shall have the right to sell or transfer unused capacity to any party mutually agreed upon by the CITY and the NAVY, provided, however, that the CITY be given the first right of refusal of purchase of said capacity.

4.7 COMPLIANCE WITH CITY SEWER USE ORDINANCE

The NAVY agrees to comply with the Sewer Use Ordinance, Chapter 27-1 through 27-80 of the Key West Code, as may be amended from time to time as is in accordance with generally accepted practice in wastewater system operations.

4.8 ACCOUNTING PRINCIPLES

Generally accepted accounting principles (GAAP) for utility rate making shall be employed by the CITY in allocating and administering costs to the NAVY in accordance with Sections VI and VII of this Agreement.

4.9 COSTS 100% ALLOCABLE TO THE NAVY

It is expressly understood and agreed that certain costs associated with facilities or activities that benefit the NAVY exclusively, such as connecting Sigsbee Park to the system, installation of flow meters, and performing waste strength evaluations, are 100% allocable to the NAVY. It is understood that such costs may initially be borne by the CITY and shall subsequently be reimbursed 100% by the NAVY in accordance with applicable provisions in Sections VI and VII below.

V. TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE

5.1. TECHNICAL PROVISIONS

A. MEASUREMENT OF SERVICE

(a) Any wastewater utility service furnished under this Agreement which is metered shall be measured by metering equipment of standard manufacture, furnished, installed, maintained, calibrated, and read by the CITY at the NAVY's expense. When more than a single meter is installed at the service location, the readings thereof

shall be billed conjunctively. In the event that any meter fails to register or registers incorrectly, the quantity of service delivered through it during the period shall be determined so that an equitable adjustment based thereon shall be made in the NAVY's bills (for this purpose any meter which registers not more than two percent (2%) slow or fast shall be deemed correct). Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this service contract, Section 7.11.

(b) The CITY shall read all meters installed for measuring NAVY and WWTP flows at periodic intervals of approximately thirty (30) days.

B. METER TEST.

The CITY shall periodically inspect and test the wastewater meters at intervals of no longer than one (1) year. At the written request of the NAVY Contracting Officer, the CITY, in the presence of NAVY representatives, shall make additional tests of any or all meters. The cost of all tests shall be borne by the NAVY. No meter shall be placed in service which on test registers in excess of one hundred percent (100%) under normal operating conditions.

5.2. GENERAL PROVISIONS

A. PAYMENT

(a) The CITY shall be paid by the NAVY (designated disbursing officer) for service furnished hereunder at the rates specified, in Section VII provided, that the NAVY shall be liable for the minimum monthly charge specified in Section VII of this CONTRACT, beginning with the billing

period in which service is commenced and continuing until this contract is terminated, except that the minimum monthly charge shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

(b) Payments hereunder shall be contingent upon the availability of appropriations, and shall not be made in advance of the service rendered. The provisions of this paragraph are also applicable to the Connection Charge, as provided for in Section 6.1.

(c) All bills for service shall be paid without penalty and the NAVY shall be entitled to any discounts customarily applicable to payment of bills by all customers of the CITY.

(d) Invoices for service (bills) rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, and consumption during the billing period.

(e) The CITY hereby declares that rates are not in excess of the lowest rates now available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this contract the NAVY shall continue to be billed at the lowest available rate for similar conditions of service.

(f) All bills shall be paid promptly. The Prompt Payment Act (31 USC 3901) shall apply.

VI. CONNECTION CHARGE

6.1 CONNECTION CHARGE -- CAPITAL COST BASIS

In consideration of the furnishing of wastewater treatment, transmission, disposal, and residual sludge management and disposal capacity by the CITY at its expense, the NAVY shall pay the CITY, a Connection Charge, determined from the Capital Cost Basis and the NAVY's pro rata share of total flows of wastewater into the System. After receipt of satisfactory evidence of completion of the facilities, more fully described in Exhibit "A", CAPITAL COST BASIS, attached hereto and made a part hereof, the NAVY shall pay to the CITY the sum of $7,800,000., representing the sum of $7,800,000. less the agreed salvage value in the amount of $ 0 as shown on Exhibit "A", or a sum equal to the aggregate cost (actual cost), less salvage value, whichever is the lesser. Provided however, that should the aggregate cost of construction result in a Connection Charge for the NAVY in excess of $7,800,000., the parties agree to endeavor to negotiate an equitable adjustment to the Connection Charge, based on the allocations contained in this agreement.

In the event that the NAVY fails to pay the required Connection Charge to the CITY, the parties agree that the NAVY shall receive utility service from the CITY at the same rates, fees, and charges as all other customers of the CITY.

6.2 OWNERSHIP, OPERATION AND MAINTENANCE OF NEW FACILITIES

Notwithstanding the payment by the NAVY of the Connection Charge, the facilities to be supplied by the CITY under this contract shall remain the property of the CITY and, at all times during the life of this service contract or any renewals thereof, shall be operated and maintained by the CITY at its expense.

6.3 FUTURE CAPITAL FACILITIES

From time to time the CITY will incur costs for CAPITAL FACILITIES not included in the Key West Wastewater Facilities Plan, March 1986. Such

costs will be allocated to the NAVY in accordance with the formula contained in Section 6.1 and payment will be made by the NAVY in accordance with Section 6.1 of this Agreement, subject to agreement by the NAVY that said facilities are reasonably necessary to provide regular and uninterrupted service to the NAVY.

VII. PROCEDURES FOR ADMINISTRATION OF NAVY SHARE OF ANNUAL COSTS.

7.1 RATES -- GENERAL

For all service furnished under this contract to the service location, the NAVY shall pay the CITY a rate as established by the procedure in Sections 7.3 and 7.4 and as depicted in the Exhibit "D", ANNUAL RATES AND CHARGES SCHEDULE, attached hereto, as amended from time to time, in accordance with the review procedure described herein, and made a part of this contract.

7.2 ANNUAL COST BASIS

The annual cost that shall be allocated to the NAVY and used for rates and charges calculation shall be composed of the wastewater utility system enterprise account line items for operations, maintenance, repair, rehabilitation, administration, and general expenses, as shown in Exhibit "B", ANNUAL COST BASIS, or as adjusted annually as provided for in Section 7.12. The annual Cost Basis year shall be the CITY's fiscal year, October 1 through September 30, of each year. The rate year shall be October 1 through September 30 of each year.

7.3 FORMULA FOR ANNUAL COST ALLOCATION - SANITARY WASTEWATER FLOW

The formula for allocation of KEY WEST WASTEWATER SYSTEM annual operating costs to the NAVY shall be based on the NAVY's pro rata flow as measured at the NAVY's POINTS OF CONNECTION, as a percent of total KEY WEST WASTEWATER SYSTEM flow, measured at Pump Station A. Prior to installation of wastewater meters as provided in this agreement, the

basis for allocating annual costs to the NAVY shall be estimated SANITARY FLOWS calculated in the same manner as those shown in Exhibit E, as described in the Key West Wastewater Facilities Plan, March 1986. When meters are installed and calibrated, an adjustment will be made in the percent of annual costs allocable to the NAVY on the basis of measured flow. For purposes of pre-metered flows, it is estimated that the NAVY's percent of total flow contribution based upon SANITARY FLOW is 23 percent, based on Exhibit E.

7.4 FORMULA FOR ANNUAL COST ALLOCATION - WASTEWATER STRENGTH PARAMETERS

If the strength of wastewater contributed by the NAVY, as measured in samples taken at the NAVY POINTS OF CONNECTION, exceeds 200 mg/l of BOD and/or 200 mg/l of S.S., the NAVY shall be charged for the additional cost of treating such wastewater. Charges shall be calculated on the costs of treatment per pound of BOD and SS in excess of the allowable limits, as shown in the following example calculation:

(a) Total costs ($) for treating BOD ÷ total pounds of BOD treated for the system = unit cost for treating BOD.

(b) Total costs ($) for treating SS ÷ total pounds of SS treated for the system = unit cost for treating SS.

(c) Total pounds of NAVY BOD contribution, less pounds of NAVY BOD for the contributed flow at 200 mg/l = excess pounds of BOD contributed by the NAVY.

(d) Total pounds of NAVY SS contribution, less pounds of NAVY SS for the contributed flow at 200 mg/l = excess pounds of SS contributed by the NAVY.

(e) Pounds of excess BOD x unit costs of treating BOD = surcharge for BOD.

(f) Pounds of excess SS x unit cost of treating SS = surcharge for SS.

7.5 PROCEDURES FOR ADMINISTRATION OF ANNUAL COST ALLOCATION

(a) Calculation of Monthly Rates: The CITY shall calculate monthly rates for the NAVY by multiplying the NAVY's measured pro rata flows as determined in Article 7.3 times the estimated monthly cost basis as determined in Article 7.2. In the calculation of the NAVY's monthly rate, an adjustment shall be made in the repair and rehabilitation expense line item of the Annual Cost Basis. The adjustment shall be a percentage reduction of the repair and rehabilitation expense allocated to the NAVY by an amount equal to the pro rata share of total system flow contributed by Sigsbee Park.

(b) Billings: Bills shall be calculated and submitted to the Contracting Officer by the tenth (10th) of each month and payment of bills by the NAVY shall be subject to the Prompt Payment Act, as provided for elsewhere in this Agreement. Bill shall be calculated from currently applicable rates and charges and measured flows, as provided for in Section 7.5(a), charges for costs incurred by the CITY where NAVY flows exceed the amount for which capacity is reserved as provided for in Section 4.4, and any other charges allocable to the NAVY under this Agreement.

7.6 READINESS TO SERVE - MINIMUM MONTHLY BILL

Except as provided for in Section 4.1.C, the NAVY shall pay a minimum monthly charge to the CITY each month for the term of this service contract. This charge shall be calculated as eighty percent (80%) of the average of the actual monthly flows for the most recent full 12 months of wastewater service multiplied by the applicable rate for the current month, as shown in the current rate schedule in Exhibit "D".

Provided however, that no minimum monthly bill shall be less than $25,000 during this initial ten (10) year term.

7.7 REVIEWS

The CITY agrees that reviews of the ANNUAL COST BASIS of providing wastewater services to the NAVY shall be made annually on or about March 1. The estimated rate which will be allocated to the NAVY during the succeeding CITY budget year will be developed by the CITY following such annual review. The annual review will include the COST BASIS and estimated charges for the current year as defined and allocated herein, the audited costs for the preceding year, and the anticipated changes in costs in the succeeding year as reflected in the CITY's annual budget for the Wastewater System Enterprise Fund. The budget for the succeeding year will serve as the ANNUAL COST BASIS and will be the preliminary basis for allocating annual costs as provided in Sections 7.2 and 7.3 for establishing rates and charges to the NAVY for the succeeding year. The CITY will provide the NAVY a summary of items included in its annual review together with the Wastewater Enterprise System budget for the succeeding year and the proposed schedule of rates and charges. The schedule of rates and charges shall be appended to and become a part of this Agreement as Exhibit "D", after due adoption by the City Commission, provided, however, that the NAVY has a right to dispute the ANNUAL COST BASIS for such rates and charges in accordance with Section 7.11 below. Whatever schedule of rates and charges is produced by the CITY review and is not disputed by the NAVY becomes a part of this Agreement and shall be adjusted in accordance with provisions of Section 7.12 below.

7.8 CHANGE IN VOLUME OR CHARACTER OF SERVICE.

The NAVY shall give reasonable notice to the CITY respecting any material changes anticipated in the volume or characteristics of the wastewater utility service required at each service location.

7.9 MAINTENANCE OF RECORDS

The CITY agrees to maintain accounting records for costs associated with operation, maintenance, repair and rehabilitation, and administration of the CITY's Wastewater Enterprise Fund. Such records shall be maintained in accordance with generally accepted accounting principles (GAAP) for municipal utility enterprise operations.

7.10 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until three (3) years after final payment under this service contract have access to and the right to examine any of the CITY's directly pertinent books, documents, papers, or other records involving transactions related to this service contract.

7.11 DISPUTES

This service contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

7.12 ADJUSTMENTS

Adjustments shall be made annually to reflect differences in amounts paid for wastewater service based on budgeted costs and amounts that would have been paid based on actual costs. Annual calculations shall be made to determine the NAVY's costs of service using actual flows and costs for the same cost line items from the budget in the preceding year used for calculating rates and charges. These costs calculations shall be compared with the NAVY's bills calculated from budgeted costs for the preceding year. Any underpayment or overpayment by the NAVY determined by this process shall be added to or subtracted from the budgeted Cost Basis used to calculate the NAVY's rates and charges for the ensuring year, as provided for in Sections 7.2, 7.3, 7.4, 7.6 and 4.4 above.

7.13 AUDITS

The CITY agrees to contract for the services of an independent auditor, and to annually conduct an audit of the CITY's Wastewater Enterprise Fund for the CITY's fiscal year to be completed no later than March 30 of the following year.

7.14 NAVY'S ACCESS TO RECORDS

As provided for in Sections 7.9 and 7.13 above, the CITY agrees to maintain accounting records for the wastewater utility enterprise operation and to have the said records audited annually. The CITY will make available to the Navy a copy of the CITY's annual audit report and budget document for the preceding fiscal year and the most recently adopted budget for review together with any applicable rate studies and engineering reports. Such records shall be available at the request of the NAVY within a time frame that will allow the NAVY to review the proposed changes in rates and charges in accordance with the review procedure established in Section 7.7 above, such that rates and charges shall be adopted and become applicable at the beginning of the rate year, as provided in Sections 7.2, 7.3 and 7.4.

7.15 CHANGE OF RATES

At the request of either party to this contract, with reasonable cause, the rates set forth herein may be renegotiated and the new rates shall become effective as mutually agreed, provided that any rates so negotiated shall not be in excess of rates to any other customer of the CITY having similar classification and under similar conditions of service.

VIII. CONNECTION TO THE WASTEWATER SYSTEM

8.1 "POINTS OF CONNECTION"

Both parties agree that the POINTS OF CONNECTION of the NAVY system to the CITY system are at the sites as defined, described and set forth in

Exhibit "C", POINTS OF CONNECTION. The parties further agree that the POINTS OF CONNECTION may be altered, increased or decreased by mutual agreement.

IX. OWNERSHIP AND ACCESS TO FACILITIES

9.1 CITY OWNERSHIP OF FACILITIES

The CITY, at its expense, shall furnish, install, operate, and maintain all facilities, except meters or as otherwise specified, required to furnish service hereunder to, and to measure the service at, the point of delivery specified herein. Title to all of these facilities shall remain in the CITY and it shall be responsible for all loss of or damage to those facilities except that arising out of the fault or negligence of the NAVY, its agents or its employees. All charges in connection therewith, together with all liability arising out of the negligence of the CITY in the construction, operation, or maintenance of these facilities, shall be assumed by the CITY.

9.2 ACCESS TO NAVY FACILITIES

The NAVY hereby grants to the CITY, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the CITY or as requested by the NAVY required to be located upon Government premises. Authorized representatives of the CITY will be allowed access to the facilities of the NAVY at suitable times to perform the obligations of the CITY with respect to these facilities. It is expressly understood that the NAVY may limit or restrict the right

of access herein granted in any manner considered to be necessary for the National security exclusive of the rights of the parties under the easement agreement.

9.3 COVENANT AGAINST CONTINGENT FEES

(a) The CITY warrants that no person or agency has been employed or retained to solicit or obtain this service contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the NAVY shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a CITY for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) "Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the CITY's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(d) "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(e) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

9.4 CONFLICTS

To the extent of any inconsistency between the terms of this service contract and any schedule, rider, referenced document, or exhibit incorporated in this contract by reference or otherwise, or any of the CITY's rules and regulations, the terms of this service contract shall control.

9.5 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it.

9.6 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

This service contract is subject to State, Federal, and Local laws, rules, and ordinances pertaining to utilization of small business concerns.

9.7 CONVICT LABOR

The CITY agrees not to employ any person undergoing sentence of imprisonment in performing this service contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

9.8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION--GENERAL

This service contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to that act.

9.9 EQUAL OPPORTUNITY

(a) During performing this contract, the CITY agrees as follows:

(1) The CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The CITY 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, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The CITY shall, in all solicitations or advertisement for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(4) The CITY shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(b) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

9.10 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

Statues regarding affirmative action for handicapped workers are applicable to this contract.

9.11 CLEAN AIR AND WATER

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in Section 10(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under Section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection

Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with clean air or water standards.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased or supervisied by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The CITY agrees--

(1) To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(3) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

9.12 ASSIGNMENT OF CLAIMS

This agreement is subjet to the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

9.13 MULTIPLE SERVICE LOCATIONS

(a) By written request, the NAVY may at any time designate any service location within the service area of the CITY which the CITY shall duly consider for furnishing or discontinuing service. Upon mutual agreement, the service contract shall be modified, by adding or deleting the name and location of the appropriate service location, by specifying a different rate, if applicable, the appropriate point of delivery, different service specifications if applicable, and any other appropriate terms and conditions.

(b) The minimum monthly charge specified in this service contract shall be prorated for the billing period in which commencement or discontinuance of service at any service location designated under the service specifications shall become effective.

9.14 JURISDICTION OF OTHER AGENCIES

Both parties agree that, certain federal, state and local agencies have some jurisdiction and control over environmental pollution matters and should any such agency, issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, there shall be no liability on either party because of such actions, provided the CITY shall not be precluded from making any necessary adjustments to the wastewater service rates and charges. It is further agreed that if any agency with jurisdiction shall request a change in the provisions of this Agreement that both parties will, by

mutual agreement, make every reasonable effort to comply with the request. However, the terms of this provision shall not preclude administrative or judicial challenge, or both, by either or both parties hereto of the request or order.

9.15 INVALIDITY OF AGREEMENT

Both parties agree that an invalidity of any section, clause, sentence or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

9.16 BINDING ON SUCCESSORS

Both parties agree that this Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in accordance with the DISPUTES provisions herein.

9.17 LEGAL REQUIREMENTS

Both parties agree that all legal requirements for execution of this Agreement have been performed, and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Agreement.

9.18 GIVING OF NOTICE

Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified or registered mail, to the following:

CITY	NAVY
City Manager	Commanding Officer
Dity of Key West	Southern Division
525 Angela St.	Naval Facilities Engineering Command
Key West, Florida 33040	2155 Eagle Dr. (P.O. Box 10068)
	Charleston, SC 29411-0068

9.19 ALL PRIOR AGREEMENTS SUPERSEDED

Upon commencement of utility service from the Planned Capital Facilities specified in Section 3.5 above, this document will supersede contract number NOy(U)-19325, as amended. This document supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity.

9.20 EXECUTION

This Agreement shall be executed in five (5) copies each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

UNITED STATES OF AMERICA

CITY OF KEY WEST, a municipal corporation of the State of Florida.

BY_____
Signature - Mayor

_____
Typed Name - Mayor

By_____
Signature of Contracting Officer
and Date 31 MAR 86

J.C. DOEBLER, CAPT CEC USN
Typed Name of Contracting Officer

SCHEDULE OF EXHIBITS

EXHIBIT	
A	CAPITAL COST BASIS -- Schedule of capital cost estimates for the wastewater treatment plant, collection system, WWTP effluent pipeline.
B	ANNUAL COST BASIS -- Description of annual operation, maintenance, administration, general repair and rehabilitation costs allocable to the NAVY, and the formula for determining the NAVY's annual ratio and charges for wastewater services.
C	POINTS OF CONNECTION -- Description of all NAVY service locations.
D	ANNUAL RATES AND CHARGES SCHEDULE -- Rates and charges, calculations, listing of supporting data.
E	SCHEDULE OF CAPACITY RESERVATION

EXHIBIT A

CAPITAL COST BASIS
WWTP AND SYSTEM CAPITAL COST ESTIMATES
OF PLANNED CAPITAL FACILITIES

Item	Costs ($1,000)
Bar Screens	$1,096
Grit Removal Facilities	690
Aeration Basins	5,015
Secondary Clarifiers	1,713
Sludge Pumping Station	470
Chlorination Facilities	205
Sludge Storage Tanks	556
Belt Filter Press Facilities	2,900
Alum Feed Facilities	86
Operations Building	714
Blower Building	67
Maintenance Building	151
Emergency Power Generator	326
Chlorine Contact Basins	229
Site Fill Allowance	1,515
Effluent Pump Station	589
Electrical, I&C	2,226
Yard Piping	1,558
Site Work	889
Insurance & Mobilization	889
Painting/Coatings	446
Incinerator Facilities	3,702
Pump Station A Modifications[a]	589
Force Main from Pump Station A to WWTP	1,477
WWTP Effluent Force Main	1,477
Construction Total	$29,575
Construction Total Engineering and Administration-15%	4,425
WWTP Project Total Costs	$34,000

[a] Includes new standby power generator

EXHIBIT B

ANNUAL COST BASIS

Wastewater System Cost Bearing Items
and Activities to be Utilized as the
Annual Cost Basis for Calculation of
Rates and Charges

Cost Items

1. Operating costs
2. Maintenance costs
3. Administrative charges
4. Management costs
5. General repair costs
6. System repair and rehabilitation costs

(It is understood that all cost items are exclusive of debt service and depreciation.)

Formula for Allocation

Monthly share of the sum of budgeted annual costs, less Budgeted Repair and Rehabilitation costs, times NAVY pro rate share of total monthly wastewater flows in the system, plus monthly share of Repair and Rehabilitation costs times NAVY's share of monthly total wastewater in the system less the flows contributed monthly by Sigsbee Park.

Mathematically Expressed

$$(A+B+C+D+E) \times \left(\frac{F}{G}\right) + (R/R) \times \left(\frac{F-S}{G}\right) = \text{Monthly Bill}$$

Where:

A = Budgeted annual Operating Costs for the system ÷ 12
B = Budgeted annual Maintenance Costs for the system ÷ 12
C = Budgeted annual Administrative Costs of the City allocated to the system ÷ 12
D = Budgeted annual Management Costs of the system ÷ 12
E = General repair costs ÷ 12
R/R = Budgeted annual Repair and Rehabilitation Costs of the system ÷ 12
F = NAVY's total monthly flows into the system, including Sigsbee Park monthly flows
S = NAVY's monthly flows contributed by Sigsbee Park
G = Total system monthly wastewater flows

EXHIBIT C
POINTS OF CONNECTION

A. NAVAL MEDICAL CLINIC - 6" Force Main On Roosevelt

B. POINCIANA PLAZA - 8" Gravity Main at Intersection of Duck Avenue and 18TH Street

C. SIGSBEE PARK - Force Main at Navy Property Line

D. TRUMBO POINT ANNEX

1. 12" Gravity Main Near Ely Street and Palm Avenue

2. 8" Gravity Main Where Palm Avenue Joins Eaton Street

3. 12" Gravity Main In Trumbo Road

E. TRUMAN ANNEX

1. Gravity Main at Intersection of Whitehead Street and United Street

2. 10" Gravity Main at Intersection of Catherine and Howe Street

3. 8" Gravity Main at Intersection of Truman Avenue and Fort Street

4. Gravity Main at Intersection of Fort and Petronia Streets

5. 15" Gravity Main on Angela Street Near Emma Street

6. Building 159

F. COMMISSARY STORE ON SIMONTON

G. WHITE STREET TRAILER PARK ON SEMINAR STREET

EXHIBIT D

ANNUAL RATES AND CHARGES SCHEDULE

(To be calculated in accordance with Exhibit B)

EXHIBIT E

SCHEDULE OF CAPACITY RESERVATION

Flow, mgd	23% NAVY Share	77% CITY Share	Design
ADF	1.66	5.54	7.2
MMADF	2.30	7.70	10.0
PDF	3.00	10.00	13.0

Where:

ADF = Average Daily Flow
MMADF = Maximum Month Average Daily Flow
PDF = Peak Daily Flow

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
P00001	15 SEP 86		

5. ISSUED BY CODE 11

Commanding Officer, Southern Division
Naval Facilities Engineering Command
P. O. Box 10068, 2155 Eagle Drive
Charleston, South Carolina 29411-0068

6. ADMINISTERED BY (If other than block 5) CODE

ORIGINAL

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CODE FACILITY CODE

City of Key West
525 Angela Street
Key West, Florida 33040

8.
☐ AMENDMENT OF SOLICITATION NO. _____,
DATED _____ (See block 9)
☒ MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
DATED 31 MAR 86 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

AA 1767035.2552 000 12806/0 062467 2D N00213 0858FHU0160C

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) ☒ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

CONTRACT N62467-86-C-1852 - SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST FL - P00001

a. The above appropriation data is applicable to $1,830,000 of the total connection charge.

b. Submit connection charge invoices to: Commanding Officer, Southern Division, Naval Facilities Engineering Command (Code 0141), P. O. Box 10068, Charleston SC 29411-0068

c. Connection Charge payments will be made by: Commanding Officer, Naval Construction Battalion Center, Port Hueneme CA 93043 (SOUTHNAVFACENGCOM Code 0141)

d. Submit monthly service invoices to: Commanding Officer, Naval Air Station,(Key-002130302) Key West, Florida 33040

e. Payments for service invoices will be made by: Commanding Officer, Navy Regional Accounting & Disbursing Center, Naval Air Station, Jacksonville FL 32212

DISTRIBUTION: RAADC JACKSONVILLE FL; CO NAS KEY WEST FL; SOUTHNAVFACENGCOM (HOUSING DIV., CODE 08); UTILITIES; 113 UPA; CBC PORT HUENEME CA (SOUTHNAVFACENGCOM CODE 0141)

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☒ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR	17. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY J B Fogle (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) / 16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print): J. B. FOGLE, COMMERCIAL UTILITIES SERVICES BRANCH HEAD / 19. DATE SIGNED: 15 SEP 86

30-101

☆U.S. G.P.O. 1982-361-526/8032

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	2 May 1989		

6. ISSUED BY CODE 11

Commanding Officer, Southern Division
Naval Facilities Engineering Command
P. O. Box 10068, 2155 Eagle Drive
Charleston, South Carolina 29411-0068

7. ADMINISTERED BY *(If other than Item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
525 Angela Street
Key West, Florida 33040

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
31 MAR 1986

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

AB 1791205.2591 032 06206/0 062467 2A N00213 0272C8848206

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST FL - MODIFICATION P00002

a. Effective immediately, Modification P00001, dated 15 SEP 86, is hereby cancelled.

b. The above appropriation data is applicable to $5,118,400 of the total connection charge.

c. Submit connection charge invoices to: Commanding Officer, Southern Division, Naval Facilities Engineering Command (Code 0141), P. O. Box 10068, Charleston SC 29411-0068

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	DANIEL J. KELLY Director, Contract Operations Divison Contracting Officer
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*
	16C. DATE SIGNED 5/4/89

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	See Block 16C	N/A	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
N62467 SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND 2155 EAGLE DR., P.O. BOX 10068 CHARLESTON, SC 29411-0068 Code 0232DC bg	ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
City Of Key West 525 Angela Street Key West, Florida 33040	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	X N62467-86-C-1852 (UTIL)
	10B. DATED (SEE ITEM 13) 86MAR31

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

			NET INCREASE
AC 1771205.2571 032 06206/0 062467 2A N00213 0272C8848206	$2,180,095.00		$4,477,306.00
AD 1781205.2581 032 06206/0 062467 2A N00213 0272C8848206	$2,297,211.00		

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Basic Terms and Conditions of the Contract, Sect. VI, Para. 6.1

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FL - MODIFICATION P00003

1. The Navy's fair share of actual aggregate project costs for connection charge (capacity reservation fee) is increased as follows, page 2 through 4 for an overall increase of $1,795,706.

2. Submit connection charge invoices to: Commanding Officer, Southern Division, Naval Facilities Engineering Command (Code 0141), P. O. Box 10068, Charleston, SC 29411-0068.

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Richard H. Witker, City Manager	DWIGHT CARGILE Head, Environ Contracts Br Contracting Officer
15B. CONTRACTOR/OFFEROR: Richard H. Witker (Signature of person authorized to sign)	15C. DATE SIGNED: 8-15-88
16B. UNITED STATES OF AMERICA: BY Dwight Cargile (Signature of Contracting Officer)	16C. DATE SIGNED: 18 AUG 198

AMENDMENT TO
UTILITY SERVICE CONTRACT
DATED MARCH 31, 1986

CONTRACT NO. N62467-86-C-1852

WHEREAS, the United States of America, hereinafter referred to as the "Navy", and the City of Key West, Florida, hereinafter referred to as the "City", did enter into a certain Utility Service Contract on March 31, 1986, more specifically known as Contract Number N62467-86-C-1852, hereinafter referred to as the "CONTRACT"; and

WHEREAS, under Section I of the CONTRACT, the CITY is to furnish and the NAVY is to purchase and receive wastewater utility service; and

WHEREAS, the CITY did construct certain "Planned Capital Facilities" as defined in Section III, 3.5 of the CONTRACT; and

WHEREAS, the NAVY was to pay for a certain allocation of capital costs of the "Planned Capital Facilities" pursuant to Section III, 3.8, 3.9 and 3.10 of the CONTRACT; and

WHEREAS, Section VI, 6.1 of the CONTRACT did establish a Connection Charge to the NAVY as determined from the Capital Cost Basis and the NAVY'S pro rata share of total flows of wastewater into the System; and

WHEREAS, based upon projected construction costs it was estimated that the NAVY'S Connection Charge would be the sum of $7,800,000.00; and

WHEREAS, the aggregate cost of construction of the "Planned Capital Facilities" did exceed the engineering Capital Cost Estimates which were attached to the CONTRACT as Exhibit A; and

WHEREAS, as a result of the increase in the aggregate cost of construction of the "Planned Capital Facilities", the Connection Charge to the Navy as defined in Section VI, 6.1, of the CONTRACT does exceed $7,800,000.00; and

WHEREAS, Section VI, 6.1 of the CONTRACT does provide for an equitable adjustment to the Connection Charge in the event of increased aggregate costs of construction; and

WHEREAS, Section IX, 9.19 of the CONTRACT does provide that all modifications, amendments and alterations to the CONTRACT be contained in a written document executed with the same formality and of equal dignity.

NOW THEREFORE, for and in consideration of the mutual promises contained within the CONTRACT, the NAVY AND the CITY do hereby agree that Section VI, 6.1 of the CONTRACT shall be modified and amended to read as follows:

6.1 CONNECTION CHARGE -- CAPITAL COST BASIS

In consideration of the furnishing of wastewater treatment, transmission, disposal, and residual sludge management and disposal capacity by the CITY at its expense, the NAVY shall pay the CITY, a Connection Charge, determined from the Capital Cost Basis and the NAVY'S pro rata share of total flows of wastewater into the System in the sum of $10,203,706. Provided however, that should any further aggregate cost of construction result in a Connection Charge for the NAVY in excess of $10,203,706, the parties agree to endeavor to negotiate an equitable adjustment to the Connection Charge, based on the allociations contained in this Agreement.

The basis for determining the connection charge is the CITY'S represented, actual aggregate costs of construction, which the NAVY is relying upon. If, upon audit by the NAVY, these costs are found to be less than so represented, a downward equitable adjustment in the connection charge shall be made, based on the extent to which said audited costs are less than the represented costs. If said audited costs exceed the represented costs, an upward equitable adjustment shall be made on the same basis, subject to availability of funds.

Said aggregate costs of construction include a contingency to aggregate costs, presently $1,648,583. Should said sum not be expended, the NAVY'S pro-rata share of said contingency shall be refunded.

The amended revised connection charge is $10,203,706 and the amended revised connection charge, adjusted for the cost of a Grant of Easement, dated March 31, 1986 is $9,595,706.

In the event that the NAVY fails to pay the required Connection Charge to the CITY, the parties agree that the NAVY shall receive utility services from the CITY at the same rates, fees, and charges as all other customers of the CITY.

The NAVY and the CITY do further agree that the aforementioned connection charge shall be subject to further equitable adjustment if it is determined from the basis of actual flow measurements that the NAVY'S pro rata share of wastewater contributed to the system exceeds the estimated wastewater flow of 23% as defined in Section 7.3 of the UTILITY SERVICE CONTRACT dated March 31, 1986. Said equitable adjustment will be based on the amount by which the flow exceeds 23%, as provided elsewhere in the contract, subject to availability of funds.

The NAVY and the CITY do further agree that all remaining terms and conditions of the CONTRACT not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on this 15th day of August, 1989.

City of Key West, a
municipal corporation
of the State of Florida

By:_____
Signature - City Manager
City of Key West, FL

Richard H. Witker
City Manager, City of Key West, FL

United States of America

By:_____
Signature - Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	19 DEC 1990		

6. ISSUED BY CODE N62467

Commanding Officer, Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive, P. O. Box 10068
Charleston, South Carolina 29411-0068
Attn: Code 0221 (803) 743-0631

7. ADMINISTERED BY *(If other than Item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
525 Angela Street
Key West, Florida 33040

CODE FACILITY CODE

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
AD 1781205.2581 025 06206/0 062467 2A N00213 0272C8848206 ($1,500,000.00)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Basic Terms and Conditions of the Contract, Section IV, Paragraph 4.9
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 original & duplicate original ~~copies~~ to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00004

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
E. DAVID FERNANDEZ FINANCE DIRECTOR, CITY OF KEY WEST, FLORIDA	JOHN B. FOGLE HEAD, UTILITIES BRANCH

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez *(Signature of person authorized to sign)*	1-29-91	BY John B Fogle *(Signature of Contracting Officer)*	2/28/91

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 6 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	26 FEB 92		

6. ISSUED BY CODE N62467

Commanding Officer, Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive, P. O. Box 10068
Charleston, South Carolina 29411-0068
Attn: Code 0221GC (803) 743-0933

7. ADMINISTERED BY (If other than Item 6) CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

City of Key West
625 Angela Street
Key West, Florida 33040

Attention: Mr. David Fernandez

CODE FACILITY CODE

(V) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X N62467-86-C-1852 (UTIL)

10B. DATED (SEE ITEM 13)
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

AD 1781205.2581 025 06206/0 062467 2A N00213 0272C8848206 - Net Increase $250,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Basic Terms and Conditions of the Contract, Section IV, Paragraph 4.9

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 ~~original & duplicate original~~ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00005

1. P00004 dated 28 February 1991 under subject contract is hereby modified to read as follows:

Increase the connection charge $250,000.00

From: $1,500,000.00
To: $1,750,000.00

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
E David Fernandez		LARRY C. MILLHOUSE (804) 743-0903 Acting Head, Utilities Contracts Branch	
15B. CONTRACTOR/OFFEROR E David Fernandez (Signature of person authorized to sign)	15C. DATE SIGNED 3-30-92	16B. UNITED STATES OF AMERICA BY Larry C. Millhouse (Signature of Contracting Officer)	16C. DATE SIGNED 13 APR 1992

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	90DEC21		

6. ISSUED BY CODE N62467

Commanding Officer, Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive, P. O. Box 10068
Charleston, South Carolina 29411-0068
Attn: Code 0221 (803) 743-0631

7. ADMINISTERED BY *(If other than Item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
525 Angela Street
Key West, Florida 33040

CODE FACILITY CODE

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
86MAR31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

As placed on invoice by using activity.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Article VII, Para. 7.1 & 7
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FL - MODIFICATION P00006

a. Exhibit "D" is modified as follows:

Effective 1 October 1990, the Navy's FY-91 sewerage rate is $88,374 per month. Calculations are provided on pages 24 and 26 of the FY 1991 Wastewater System Rate Study for the City of Key West. These rates will be in effect through September 30, 1991 unless Sigsbee Force Main and metering projects are accomplished prior to that date.

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	JOHN B. FOGLE Head, Utilities Branch

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY John B. Fogle *(Signature of Contracting Officer)*	21 DEC 1990

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00008	See Block 16C		

6. ISSUED BY — CODE N62467

Commanding Officer, Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive, P. O. Box 10068
Charleston, South Carolina 29411-0068
Attn: Code 023A(GC) (803) 743-0933

7. ADMINISTERED BY *(If other than Item 6)* — CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
625 Angela Street
Key West, Florida 33040

Attention: Mr. David Fernandez

CODE | FACILITY CODE

(V)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
	10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

AF 1721804.K7RX 000 62467/0 062467 2D N00213 P5000201401C NOT TO EXCEED $460,650

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Basic Terms and Conditions of the Contract, Section VI, Paragraph 6.3
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return original & duplicate original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00008

All funds provided for capital facilities (as further described in Exhibit "A") will not be included in the repair and rehabilitation account and will be deducted from the rate formula as stipulated in subject contract.

CONTINUED ON PAGE 2 AND EXHIBIT "B" 207

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
E. David Fernandez	DWIGHT CARGILE Head, Eastern - Environ CLEAN Contracts Br Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez *(Signature of person authorized to sign)*	7-30-92	BY Dwight Cargile *(Signature of Contracting Officer)*	31 JUL 1992

14. Description (Continued)

Notwithstanding the payment by the Government of a capital facilities charge, the facilities to be supplied by the Contractor under this contract shall remain the property of the Contractor, at all times during the life of this contract or any renewals thereof, shall be operated and maintained by the Contractor at his expense.

Submit capital facilities charge invoices to: Commanding Officer, Southern Division, Naval Facilities Engineering Command (Code 0141), P. O. Box 10068, Charleston, South Carolina 29411-068.

Capital facilities payments will be made by: Commanding Officer, Naval Construction Battalion Center, Port Hueneme CA 93043 (SOUTHDIV Code 0141)

DISTRIBUTION: CBC PORT HUENEME CA (SOUTHDIV Code 0141); NAS KEY WEST FL; 023A UPA; UTIL CONT BR

AMENDMENT OF SOLICITAT[illegible]/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00009	29 MAR 1993		

6. ISSUED BY CODE N62467

Commanding Officer
SOUTHNAVFACENGCOM
P. O. Box 190010
North Charleston SC 29419-9010
Attn: Code 023A(GC) 803/743-0933

7. ADMINISTERED BY *(If other than Item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
625 Angela Street
Key West, Florida 33040

Attention: Mr. David Fernandez

CODE FACILITY CODE

(W)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
	10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

AH 9730131.K5FA 000 62467/0 062467 2D N00213 P500034770IC NOT TO EXCEED $446,500

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	Basic Terms and Conditions of the Contract, Section VI, Paragraph 6.3
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 original & duplicate original copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00009

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
E David Fernandez, Finance Director	DANIEL J. KELLY, Director Services/Environmental, Contract Division
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
E David Fernandez *(Signature of person authorized to sign)*	4-26-93
16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/30/93

14. Description (Continued)

All funds provided for capital facilities (as further described in Exhibit "A") will be removed from the repair and rehabilitation account on a case-by-case, dollar-for-dollar basis. The repair and rehabilitation account will continue as part of the contract rate structure.

Notwithstanding the payment by the Government of a capital facilities charge, the facilities to be supplied by the Contractor under this contract shall remain the property of the Contractor, at all times during the life of this contract or any renewals thereof, shall be operated and maintained by the Contractor at his expense.

Submit capital facilities charge invoices to: Commanding Officer, Southern Division, Naval Facilities Engineering Command (Code 0141), P. O. Box 190010, North Charleston, SC 29419-9010.

Capital facilities payments will be made by: Defense Finance and Accounting Service - Cleveland Center, (XJC) Charleston, P. O. Box 190010, North Charleston, SC 29419-9010

DISTRIBUTION: DFAS NORTH CHARLESTON SC; SOUTHDIV Code 0141; NAS KEY WEST FL; 023A UPA; UTIL CONT BR

AMENDMENT OF SOLICITAT /MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 5 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00010	See Block 16C		

6. ISSUED BY — CODE N62467

Commanding Officer
SOUTHNAVFACENGCOM
PO BOX 190010
North Charleston SC 29419-9010
Attn: Code 023A(GC) 803/743-0933

7. ADMINISTERED BY *(If other than Item 6)* — CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
625 Angela Street
Key West, Florida 33040

Attention: Mr. David Fernandez

CODE | FACILITY CODE

(W) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Block 14(5),(6)&(7)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Basic Contract, Section VII and as mutually agreed to by both parties.

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return original & duplicate original ~~XXXXX~~ to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00010

(1) This modification represents a negotiated settlement under subject contract for the periods indicated as follows:

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
E David Fernandez		DANIEL J. KELLY Director, Service/Environmental, Contract Div.	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez, Finance Director *(Signature of person authorized to sign)*	7-20-93	BY _____ *(Signature of Contracting Officer)*	7/21/93

14. Description (Continued)

FY-89 AND PRIOR YEARS

The Navy will pay the City of Key West the sum of $201,000 which represents a full and complete accord and satisfaction of all adjustments due Key West.

FY-92

The Navy will pay the City of Key West the sum of $407,460, which represents the amount calculated in the FY 92 Rate Study (performed by CH2M Hill and dated August 1991) of $1,467,948 less the amount paid by the Navy of $1,060,488 in FY 92 which is exclusive of any lump sum payments made in FY 92 by the Navy for specific projects.

The amount calculated as the Navy Commodity Charge in the FY 92 Rate Study shall be recomputed utilizing meter data obtained for the 12 consecutive months beginning 1 April 93 and ending 31 March 94 at the Navy points of connection. Said total measured flow shall be adjusted, by mutual agreement, for meter data anomalies plus monthly engineering estimates based upon water meter flows (flows shall be 80% of water meter flows) for White Street Trailer Park, Truman Annex FBIS housing connection flows and the old Navy Commissary flows. For said 12 month period the Sigsbee flow, for purposes of adjustment, shall be zero. Said total Navy measured flow, as adjusted, will then be divided by the total system flow as metered at the Key West Sewer Treatment Plant for 12 months of Fiscal Year 1992. This flow ratio will thereafter be used to recalculate the Navy Commodity Charge. In the event said recalculation results in a reduction of the Navy Commodity Charge, the Navy shall be entitled to a full credit for the difference between the Commodity charge as calculated in the FY 92 Rate Study, performed by CH2M Hill and dated August 1991, and the recalculated Commodity Charge using the aforementioned formula. However, in no event shall the credit exceed $100,000. Said credit for FY 92 shall be divided by 24 and shall be applied to 24 consecutive Navy monthly sewer bills, beginning in May 1994.

The above credit including lump sum Navy payments for specific projects shall not be considered when determining the Navy monthly minimum bill as set forth in paragraph 7.6. of the contract.

In the event that the aforementioned recalculation results in an increase of the Navy Commodity Charge, the Navy shall pay said increase to the City in equal monthly installments over a 24 month period beginning in May 1994.

The parties agree that this modification and subsequent payment shall constitute an accord and satisfaction and a full and complete settlement of all remaining matters arising out of this contract for FY 92.

FY-93

In May 1993 the Navy shall pay the sum of $116,670 to the City of Key West for the 6 months of October 1992 through March 1993 based on the monthly bill calculated in Table 8 of the WASTEWATER SYSTEM RATE RECOMMENDATION prepared by CH2M Hill dated October 1992 of $71,457 per month less a credit for lump sum Navy payments in FY 92 and FY 93 for specific projects of $52,012 per month. This credit is calculated by adding $177,650 for FY 92 and $446,500 which total $624,150 and dividing by 12 months resulting in a charge of $52,012 per month. Such credits shall be given to the Navy only upon receipt of said lump sum payments. Therefore for the first six month period of FY 93 the Navy bill shall be 6 times the result of $71,457 minus $52,012 or $116,670. For the remaining six months in FY 93 the Navy bill shall be calculated using available metered flows and shall include the above $52,012 per month credit. For the period in FY 93 when meter data is not available (October 1992 through March 1993) for Navy points of connection, the monthly bills for the Navy shall be recomputed utilizing meter data obtained for the same months in the following fiscal year (October 1993 through March 1994) prorated to the same FY 93 calendar months' metered flow through the treatment plant (i.e. Navy metered flow in October 1993 divided by total flow through treatment plant in October 1992). The metered flows shall be adjusted monthly, by mutual agreement, for meter data anomalies, and monthly engineering estimates based on water meter flows (flow shall be 80% of water meter flow) for White Street Trailer Park, Truman Annex FBIS housing connection and the old Navy Commissary. For the months of October 1993 through February 1994, for purposes of adjustment, Sigsbee flow shall be zero for any month from October 1992 to March 1993 when Sigsbee actual flow was zero. Actual flows shall be used when available. For the month of March Sigsbee flow shall be 75% of the flow as metered in the month of March 1994.

Any adjustment resulting from the above recomputing of the Navy monthly bills shall be applied, as a credit or charge, to the FY 95 Navy monthly bills in 12 equal amounts.

The above credit and any other credits, including lump sum Navy payments for specific projects shall not be considered when determining the Navy monthly minimum bill as set forth in paragraph 7.6 of the contract.

(2) FAR 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY—MODIFICATION (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY—
MODIFICATION (NOV 1990)

(1) I, {Name of certifier: E. David Fernandez } am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number: N62467-86-C-1852/P00010).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of {Name of Offeror: City of Key West} who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plan bond paper if necessary and label Certificate of Procurement Integrity—Modification (Continuation Sheet), ENTER "NONE" if NONE EXISTS)

NONE

E David Fernandez — 7-20-93

Signature of the Officer or employee responsible for the modification proposal — Date

E. David Fernandez

Typed name of the officer or employee responsible for the modification proposal

*Subsection 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

FY 89 Settlement: 1701804.602E 000 00213 0 063188 2D 0N2113 $201,000

FY 92 Settlement: 1721804.602E 000 00213 0 063188 2D 2N2113 $407,460

First 6-months of FY 93: 1731804.602E 000 00213 0 063188 2D 3N2113 $116,670

Submit monthly service invoices to: Commanding Officer, Naval Air Station, Key-002130302, Key West, Florida 33040

Payments for monthly service will be made by: Defense Finance & Accounting Service, Defense Accounting Office - Cleveland Center, Naval Air Station, Box 15, Jacksonville, FL 32212-0015

DISTRIBUTION: DFAS JACKSONVILLE FL; CO NAS KEY WEST FL; UTIL CONT BR; 023A UPA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00011	See Block 14		

6. ISSUED BY — CODE N62467

Commanding Officer
SOUTHNAVFACENGCOM
PO Box 190010
North Charleston SC 29419-9010
Attn: Code 0234(LM) (803) 743-0634

7. ADMINISTERED BY *(If other than Item 6)* — CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
P.O. Box 1409
Key West, Florida 33040-1409

CODE — FACILITY CODE

(V)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852
	10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00011

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	M.F. SHREVE Head, Contract Department

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY M.F. Shreve *(Signature of Contracting Officer)*	4/26/95

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF
	1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applic
P00012	See Block 14		

6. ISSUED BY — CODE N62467

Commanding Officer
SOUTHNAVFACENGCOM
PO Box 190010
North Charleston SC 29419-9010
Attn: Code 0234(LM) (803) 743-0634

7. ADMINISTERED BY (If other than Item 6) — CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

City of Key West
P.O. Box 1409
Key West, Florida 33040-1409

CODE — FACILITY CODE

(W)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
	10B. DATED (SEE ITEM 13) 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTRACT N62467-86-C-1852, SEWAGE SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00012

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		S. D. POELKER, LCDR, CEC, USN Deputy Head, Contract Department	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED June 15, 1986

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00013	30 MAR 96		

6. ISSUED BY CODE

Commanding Officer
SOUTHNAVFACENGCOM
P. O. Box 190010
N. Charleston, SC 29419-9010

7. ADMINISTERED BY *(If other than Item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
P. O. Box 1409
Key West, FL 33040-1409

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
86 MAR 31

CODE	FACILITY CODE	X
		X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Applicable accounting data will be cited on each invoice by activity served.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* This unilateral modification is issued pursuant to Paragraph II, "Term and Termination" of the contract.

E. IMPORTANT: Contractor is not, XX is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

CONTRACT N62467-86-C-1852, SEWER SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00013

Pursuant to Paragraph II, "Term and Temination" the term of the contract is hereby extended for the period 31 MAR 1996 through 30 MAR 2006.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)*
	ROBERT A. HARVEY Head, Utilities Contracts Branch

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		BY _____ *(Signature of Contracting Officer)*	2/27/96

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00014	18 JUN 96		

6. ISSUED BY CODE	7. ADMINISTERED BY *(if other than item 6)* CODE
Commanding Officer SOUTHNAVFACENGCOM P. O. Box 190010 N. Charleston, SC 29419-9010	ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
City of Key West P. O. Box 1409 Key West, FL 33040-1409		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
CODE / FACILITY CODE	X	10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Applicable accounting data will be cited on each invoice by activity served.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not, is XX required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00014

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)*
Julio Avael, City Manager	ROBERT A. HARVEY Head, Utilities Contracts Branch

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	8/16/96	BY *(Signature of Contracting Officer)*	8/21/96

14. Description. (Continued)

(A) The City agrees that the Navy is due a credit in the amount of $1,401,025 accrued for capital project delays and closeouts for sewer service received and amounts paid by the Navy for the period 1 October 1991 through 30 September 1995. This credit will be applied toward sewer service received by the Navy for the period 1 October 1995 through 30 June 1996 in an amount to be agreed upon by both parties. The remaining credit balance will be applied toward future sewer bills until exhausted.

(B) Paragraph 6.3 of the contract, "Future Capital Facilities", is modified to read as follows:

6.3 FUTURE CAPITAL FACILITIES

(a) From time to time the City will incur costs for CAPITAL FACILITIES. Cost for CAPITAL FACILITIES projects that are directly associated with the Waste Water Treatment Plant (WWTP) or means of disposing the WWTP effluent, shall be allocated to the Navy on the basis of the Navy's reserve capacity divided by the total plant capacity, subject to agreement by the Navy that said facilities are reasonably necessary to provide regular and uninterrupted service to the Navy. The payment shall be made in accordance with Section 5.2. General Provisions, A. **Payment**.

(b) CAPITAL FACILITIES projects which expand service areas/customer base not directly benefiting the Navy shall not be allocated to the Navy. However, Capital Facilities projects associated with the existing collection system shall be allocated on the same basis as R & R projects as provided for in paragraph 7.16 below. However, special projects may be proposed by the City for incorporation into this contract. Any such change shall be by mutual agreement.

(C) Paragraph 7.12 of the contract, "Adjustments", is modified to read as follows:

7.12 ADJUSTMENTS

Adjustments shall be made annually to reflect differences in amounts paid for wastewater service based on budgeted costs and amounts that would have been paid based on actual costs determined by the audit as provided in paragraph 7.13. The City shall perform calculations to determine the Navy's costs of service using actual flows and audited costs for the same cost line items from the budget used for calculating rates and charges in the preceding rate year. The difference between these costs calculations and the Navy's bills calculated from budgeted costs and paid for by the Navy in the preceding year shall be the adjustment amount. The adjustment amount for the preceding rate year shall be calculated no later than 30 June of the current rate year. Any underpayment or overpayment by the Navy in the preceding rate year (adjustment amount) shall be added or credited, in equal amounts, to the current rate year's remaining monthly bills. The rate year is defined as 1 October through 30 September.

14. Description (Continued)

EXAMPLE: Adjustment for FY 95

1. By 30 March 1996, City will have completed a separate audit of the Wastewater Enterprise Fund in conformance with paragraph 7.13, AUDITS.

2. By 30 June 1996, City will have calculated the difference between actual cost allocable to the Navy and payments received from Navy in FY 95 for items A, B, C, D, and E of EXHIBIT B.

3. The difference resulting from the calculation done in paragraph 2 above will then be divided by the remaining month in the rate year (i.e., three months; July, August, and September in this example) and if the Navy had overpaid, the City would apply this amount as a credit on the July, August, and September 1996 Navy bills, or if the Navy had underpaid, the amount would be added to those same bills.

(D) Paragraph 7.13 of the contract, "Audits", is revised to read as follows:

7.13 AUDITS

The City agrees to prepare a separate accounting of the City's Wastewater Enterprise Fund to assist the Navy in reconciling operating and capital costs to the independent city-wide audit, for the City's fiscal year to be completed no later than 30 April of the following year.

(E) The following paragraph is *added* to the contract:

7.16 NAVY's SHARE OF SYSTEM REPAIR AND REHABILITATION COST

(a) For repair and rehabilitations projects (R&R) the City shall bill the Navy on the basis of actual invoices from City's contractor's for each specific R&R project from initial design through construction completion and contract close-out. For each such invoice the City shall bill the Navy on the basis of Navy's total monthly flows into the system less the Navy's monthly flows contributed by Sigsbee Park divided by the system monthly wastewater flows as shown in Exhibit B.

(b) By mutual agreement and separate modification to this contract, specific R&R projects may be designated by the Navy utilizing separate funding. At such time that the Navy makes payment for these projects the City shall provide billing information showing the Navy payment for a specific project as a credit and the Navy's monthly invoice share shall be deducted from the credit until the credit is depleted. This payment procedure shall identify the project and the associated modification authorizing the expenditure. At the close-out of the specifc project, if a credit still exists, that credit shall be applied to another project designated in writing by the Navy.

(F) Replace Exhibit B of the contract with the attached Exhibit B.

EXHIBIT B

ANNUAL COST BASIS

Wastewater System Cost Bearing Items
and Activities to be Utilized as the Annual
Cost Basis for Calculation of Rate and Charges

Cost Items

1. Operating costs
2. Maintenance costs
3. Administrative charges
4. Management costs
5. General repair costs
6. System repair and rehabilitation costs

(It is understood that all cost items are exclusive of debt service and depreciation.)

Formula for Allocation

Monthly share of the sum of budgeted annual costs, less Budgeted Repair and Rehabilitation costs, times NAVY pro rata share of total monthly wastewater flows in the system, plus monthly share of Repair and Rehabilitation costs times NAVY's share of monthly total wastewater in the system less the flows contributed monthly by Sigsbee Park.

Mathematically Expressed:

$\{(A+B+C+D+E) \times (F/G)\} + \{(R\&R) \times [(F-S)/G]\}$ = Monthly bill

Where:

A = Budgeted annual Operating Costs for the system divided by 12
B = Budgeted annual Maintenance Costs for the system divided by 12
C = Budgeted annual Administrative Costs of the City allocated to the system divided by 12
D = Budgeted annual Management Costs of the system divided by 12
E = General repair costs divided by 12
R&R = Repair and Rehabilitation Costs as invoiced for the month by City's contractors
F = NAVY's total monthly flows into the system, including Sigsbee Park monthly flows
S = NAVY's total monthly flows contributed by Sigsbee Park
G = Total system monthly wastewater flows

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00015	See Block 16C	V000609RCE0262	

6. ISSUED BY CODE

Commanding Officer
SOUTHNAVFACENGCOM
P. O. Box 190010
N. Charleston, SC 29419-9010

7. ADMINISTERED BY *(If other than item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
P. O. Box 1409
Key West, FL 33040-1409

CODE	FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

X

10B. DATED *(SEE ITEM 13)*
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

AA: 179696.1804 60AA 0000 00060 E 060951 2D 000000 AA00V0021331 **$663,037.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not, is **XX** required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00015

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)*
Julio Avael, City Manager	ROBERT A. HARVEY Head, Utilities Contracts Branch

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Julio Avael *(Signature of person authorized to sign)*	8/30/96	BY Robert A. Harvey *(Signature of Contracting Officer)*	8/9/96

14. Description. (Continued)

The following represents the Government's participation (6.85%) of sewer projects performed by the City of Key West:

Project	**Navy Share**
Sewer Rehab. Districts D & DA	$482,035.00
Sewer Rehab. Duval Street	$181,002.00
Total:	**$663,037.00**

Submit invoices to:
Southern Division
Naval Facilities Engineering Command
P. O. Box 190010, Code 0234
N. Charleston, SC 29419-9010

Payment will be made by:
Defense Finance & Accounting Service
Defense Accounting Office - Cleveland Center
621 Pleasant Valley Road
Port Hueneme, CA 93043-4300

Via:
Defense Finance & Accounting Service
Operating Location - Charleston
Attn: Code FPVA Cindy Judelson
P. O. Box 118054
Charleston, SC 29423-8054

DIST: CO, NAS Key West; Richard Ruzich, NAS Key West; Luis Vasquez, Code 18; Sue O'Brien, Code 18; Charlotte Gooch; 0234 UPA; (86-C-1852) DFAS CHAS. (FPVA), COMPT. NAS KEY WEST

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00016	See Block 14		

6. ISSUED BY CODE

Commanding Officer
SOUTHNAVFACENGCOM
P. O. Box 190010
N. Charleston, SC 29419-9010

7. ADMINISTERED BY *(if other than item 6)* CODE

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
P. O. Box 1409
Key West, FL 33040-1409

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
86 MAR 31

CODE	FACILITY CODE	X
		X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not, is XX required to sign this document and return BOTH copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST
MODIFICATION P00016

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
E David Fernandez, Utilities Director	LISA REAVES Utilities Contracts Branch

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez *(Signature of person authorized to sign)*	2-28-97	BY Lisa Reaves *(Signature of Contracting Officer)*	3/18/97

14. Description. (Continued)

A. The City of Key West and the Navy agree to share equally (50-50) in the cost of replacing the seven (7) open channel flow meters installed under Modification P00005 as listed below:

LOCATION	PIPE SIZE	QTY.
Poinciana Plaza	8"	1
Trumbo Point Annex		
Ely Street and Palm Ave.	12"	1
Palm and Eaton St .	8"	1
Trumbo Rd.	12"	1
Truman Annex		
Catherine and Howe St.	10"	1
Truman Ave. and Fort St.	8"	1
Angela and Fort St.	15"	1

The cost of replacement shall include design, purchase, installation and warranty of seven (7) area-velocity flow meters.

B. The Navy and the City will jointly develop the technical requirements. The City will contract for the design services, purchase and installation of the meters. Both the City and the Navy will require testing of the meters for assurance the meters will provide accurate data. In addition, the Contractor selected as the meter provider will furnish equipment warranties.

C. At this time, it is recognized by both parties that funds are currently unavailable and uncommitted by either party. It is estimated that this project will not exceed $100,000.00. Upon receipt of the City's final cost proposal, funds will be obligated or an alternative payment method will be agreed upon.

D. The installation of these meters will have no effect on the determination of past flows applied toward the Navy credit as set forth in Modification P00014.

14. DESCRIPTION (Continued)

PROJECT	TOTAL PROJECT COST	NAVY SHARE @ 5.43%
Flagler Interceptor Phase II	$4,010,000.	$217,743.
Sewer Rehab District A	$4,500,000.	$244,350.
Pump Station D Modification/Force Main Replacement	$1,300,000.	$ 70,590.
Sewer Rehab district E	$1,877,375.	$101,941.

The following represents the Navy's participation in the Capital Improvement Program for R & R projects associated with the wastewater treatment plant. The Navy's portion is at a rate of 23% of the total cost of the project. This percent is based on the Navy's reserved plant capacity which is 23%:

PROJECT	TOTAL PROJECT COST	NAVY SHARE @ 23%
Deep Injection Well	$3,700,000.	$851,000.

The total of the Navy's Contribution in Aid of Construction under this modification for all capital improvement projects awarded during this period is **$1,485,624.**

Submit invoices to: Southern Division
Naval Facilities Engineering Command
P.O. Box 190010, Code 0234RP
N. Charleston, SC 29419-9010

Payment will be made by: Defense Finance & Accounting Service
Defense Accounting Office - Cleveland Center
621 Pleasant Valley road
Port Hueneme, CA 93043-4300

Via: Defense Finance & Accounting Service
Operating Location - Charleston
Attn: Code FPVA Cindy Judelson
P.O. Box 118054
Charleston, SC 29423-8054

DIST: CO NAS KEY WEST; Richard Ruzich, Public Works, NAS Key West; COMPT, NAS Key West; Sue O'Brien, Code 18; Mike Goldston, Code 18; DFAS CHASN; Charlotte Gooch; 0234 UPA; UTIL CONT BR (86-C-1852)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00017	SEE BLOCK 16		

6. ISSUED BY CODE N62467
COMMANDING OFFICER, SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P.O. BOX 190010
NORTH CHARLESTON, SC 29419-9010
RALPH PETERS, CODE: 0234RP:rp 803-820-5915

7. ADMINISTERED BY *(if other than item 6)* CODE
SAME AS BLOCK 6

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
City of Key West
ATTN: E. David Fernandez
P. O. Box 1409
Key West, FL 33040-1409

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852(UTIL)

X

10B. DATED *(SEE ITEM 13)*
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)* **INCREASE**
AE 17 98981804 60AA 0000 00060 E 068732 2D CE23PR 002138EACLFQ $1,485,624.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)* AS MUTUALLY AGREED BY BOTH PARTIES

E. IMPORTANT: Contractor is not, is XX required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA, MODIFICATION P00017

This modification provides the Navy's share of the Capital Improvement Program for R & R (Repair & Rehabilitation), wastewater distribution system projects and R & R, wastewater treatment plant projects which have been awarded by the City of Key West during the current fiscal year.

The Navy's participation in capital improvement projects for the wastewater distribution system is at a rate of 5.43% of the total cost of this type project. This percent is based on the Navy's current year contribution to the total system load, less the flows contributed by Sigsbee Park Housing.

The following is a list of the R & R projects relating to the wastewater distribution system and shows the Navy's portion of the project cost:

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print)
E David Fernandez, Utilities Dir	ROBERT A HARVEY, CONTRACTING OFFICER Head, Utilities Contract Branch
15B. CONTRACTOR/OFFEROR E David Fernandez *(Signature of person authorized to sign)*	15C. DATE SIGNED 3-10-98
16B. UNITED STATES OF AMERICA BY Robert A Harvey *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-17-98

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00018	SEE BLOCK 16		

6. ISSUED BY CODE N62467
COMMANDING OFFICER, SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P.O. BOX 190010
NORTH CHARLESTON, SC 29419-9010
RALPH PETERS, CODE: 0234RP:rp 843-820-5915

7. ADMINISTERED BY *(if other than item 6)* CODE
SAME AS BLOCK 6

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
City of Key West
ATTN: E. David Fernandez
P. O. Box 1409
Key West, FL 33040-1409

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852(UTIL)

X | 10B. DATED *(SEE ITEM 13)*
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

NO CHANGE

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)* AS MUTUALLY AGREED BY BOTH PARTIES

E. IMPORTANT: Contractor is not, is XX required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA, MODIFICATION P00017

Effective 22 July 1998, DELETE Point of Connection, Item B. Poinciana Plaza 8" Gravity Main at Intersection of Duck Avenue and 18th Street, from the basic service agreement and discontinue service for these facility under this contract. Effective 1 August 1998 the City of Key West Local Redevelopment Authority (LRA) has been granted a licensed for temporary use of these facilities pending long term lease or transfer of the facilities to the LRA. In the event the facilities are not transferred to the LRA, the Navy reserves the right to have the Point of Connection reinstated under this contract at the same delivery point without charge. Deletion of this Point of Connection does not alter or reduce the Navy's reserve capacity in the system as established under Section 4.3 of the contract.

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print)
E David Fernandez, Utilities Director	RALPH A. PETERS, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR: E David Fernandez *(Signature of person authorized to sign)*	15C. DATE SIGNED: 8-11-98
16B. UNITED STATES OF AMERICA BY: Ralph A. Peters *(Signature of Contracting Officer)*	16C. DATE SIGNED: 8-27-98

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE | PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00019	SEE BLOCK 16		

6. ISSUED BY CODE N62467
COMMANDING OFFICER, SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P.O. BOX 190010
NORTH CHARLESTON, SC 29419-9010
RALPH PETERS, CODE: 0234RP:rp 843-820-5915

7. ADMINISTERED BY *(if other than item 6)* CODE
SAME AS BLOCK 6

ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
City of Key West
ATTN: E. David Fernandez
P. O. Box 1409
Key West, FL 33040-1409

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852(UTIL)

X

10B. DATED *(SEE ITEM 13)*
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)* NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)* AS MUTUALLY AGREED BY BOTH PARTIES

E. IMPORTANT: Contractor is not, is XX required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA, MODIFICATION P00017

Effective 1 April 1998, DELETE Point of Connection, Item F., Commissary Store on Simonton, from the basic service agreement and discontinue service for these facility under this contract. Effective 1 April 1998 this facility has been leased to Monroe County. In the event this facility is not transferred to the Local Redevelopment Authority or Monroe County, the Navy reserves the right to have the Point of Connection reinstated under this contract at the same delivery point without charge. Deletion of this Point of Connection does not alter or reduce the Navy's reserve capacity in the system as established under Section 4.3 of the contract.

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print)
E David Fernandez Utilities Director	RALPH A. PETERS, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez	8-11-98	BY Ralph A. Peters	8-27-98
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00020	SEE BLOCK 14		

6. ISSUED BY	7. ADMINISTERED BY *(if other than item 6)*
COMMANDING OFFICER, SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND P.O.BOX 190010 NORTH CHARLESTON, SC 29419-9010 ATTN:LINDA MIZELL, CODE 0234LM, PH (843) 820-5634 FAX (843) 820-5853	SAME AS BLOCK 6 ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
City of Key West Attn: E. David Fernandez P. O. Box 1409 Key West, Florida 33040-1409		9B. DATED A*(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
CODE / FACILITY CODE	X	10B. DATED *(SEE ITEM 13)* 86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

Applicable accounting data will be cited on each invoice by activity served.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
XX	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. **IMPORTANT:** Contractor **is not** required to sign this document.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852 – SEWER SERVICE FOR NAVAL AIR STATION, KEY WEST, FLORIDA MODIFICATION P00020

EFFECTIVE DECEMBER BILLING CYCLE, CHANGE BILLING ADDRESS FOR NAS KEY WEST, FLORIDA SEWER ACCOUNT TO: COMMANDER, NAVAL BASE, JACKSONVILLE, CODE N02, BOX 27 (KEY 002130302), NAS JACKSONVILLE, FLORIDA 32212-0027

DISTRIBUTION: DFAS (IEBCC) NORFOLK, VA; CO NAS (ATTN: ANTHONY TEE) KEY WEST FL; COMNAVBASE (N02) NAS JACKSONVILLE FL; UTIL/ENERGY SERVICES BR; 0234 UPA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)* PAUL A. LAROCQUE Utilities/Energy Services Branch	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 4 Dec 1998

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00013	30 MAR 96		

6. ISSUED BY CODE

Commanding Officer
SOUTHNAVFACENGCOM
P. O. Box 190010
N. Charleston, SC 29419-9010

7. ADMINISTERED BY *(If other than item 6)* CODE

DUPLICATE ORIGINAL

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
P. O. Box 1409
Key West, FL 33040-1409

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852 (UTIL)

CODE	FACILITY CODE	X	10B. DATED *(SEE ITEM 13)*
		X	86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

Applicable accounting data will be cited on each invoice by activity served.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* This unilateral modification is issued pursuant to Paragraph II, "Term and Termination" of the contract.

E. IMPORTANT: Contractor is not, **XX** is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

CONTRACT N62467-86-C-1852, SEWER SERVICE CONTRACT WITH THE CITY OF KEY WEST, FLORIDA - MODIFICATION P00013

Pursuant to Paragraph II, "Term and Temination" the term of the contract is hereby extended for the period 31 MAR 1996 through 30 MAR 2006.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)*
E. David Fernandez, Utilities Director	ROBERT A. HARVEY Head, Utilities Contracts Branch
E. David Fernandez	

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E. David Fernandez	3-4-96	BY	3/27/96
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00017	SEE BLOCK 16		

6. ISSUED BY — CODE N62467
COMMANDING OFFICER, SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P.O. BOX 190010
NORTH CHARLESTON, SC 29419-9010
RALPH PETERS, CODE: 0234RP:rp 803-820-5915

7. ADMINISTERED BY (If other than item 6) — CODE
SAME AS BLOCK 6 CONFORMED COPY

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
City of Key West
ATTN: E. David Fernandez
P. O. Box 1409
Key West, FL 33040-1409

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852(UTIL)

X

10B. DATED (SEE ITEM 13)
86 MAR 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
AE 17 98981804 60AA 0000 00060 E 068732 2D CE23PR 002138EACLFQ — INCREASE $1,485,624.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER (Specify type of modification and authority) AS MUTUALLY AGREED BY BOTH PARTIES

E. IMPORTANT: Contractor is not, is XX required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORIDA, MODIFICATION P00017

This modification provides the Navy's share of the Capital Improvement Program for R & R (Repair & Rehabilitation), wastewater distribution system projects and R & R, wastewater treatment plant projects which have been awarded by the City of Key West during the current fiscal year.

The Navy's participation in capital improvement projects for the wastewater distribution system is at a rate of 5.43% of the total cost of this type project. This percent is based on the Navy's current year contribution to the total system load, less the flows contributed by Sigsbee Park Housing.

The following is a list of the R & R projects relating to the wastewater distribution system and shows the Navy's portion of the project cost:

(CONTINUED ON PAGE 2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print)
E David Fernandez, Utilities Dir	ROBERT A HARVEY, CONTRACTING OFFICER Head, Utilities Contract Branch
15B. CONTRACTOR/OFFEROR E David Fernandez (Signature of person authorized to sign)	15C. DATE SIGNED 3-10-98
16B. UNITED STATES OF AMERICA BY Robert A Harvey (Signature of Contracting Officer)	16C. DATE SIGNED 3-17-98

14. DESCRIPTION (Continued)

PROJECT	TOTAL PROJECT COST	NAVY SHARE @ 5.43%
Flagler Interceptor Phase II	$4,010,000.	$217,743.
Sewer Rehab District A	$4,500,000.	$244,350.
Pump Station D Modification/Force Main Replacement	$1,300,000.	$ 70,590.
Sewer Rehab district E	$1,877,375.	$101,941.

The following represents the Navy's participation in the Capital Improvement Program for R & R projects associated with the wastewater treatment plant. The Navy's portion is at a rate of 23% of the total cost of the project. This percent is based on the Navy's reserved plant capacity which is 23%:

PROJECT	TOTAL PROJECT COST	NAVY SHARE @ 23%
Deep Injection Well	$3,700,000.	$851,000.

The total of the Navy's Contribution in Aid of Construction under this modification for all capital improvement projects awarded during this period is **$1,485,624.**

Submit invoices to:
Southern Division
Naval Facilities Engineering Command
P.O. Box 190010, Code 0234RP
N. Charleston, SC 29419-9010

Payment will be made by:
Defense Finance & Accounting Service
Defense Accounting Office - Cleveland Center
621 Pleasant Valley road
Port Hueneme, CA 93043-4300

Via:
Defense Finance & Accounting Service
Operating Location - Charleston
Attn: Code FPVA Cindy Judelson
P.O. Box 118054
Charleston, SC 29423-8054

DIST: CO NAS KEY WEST; Richard Ruzich, Public Works, NAS Key West; COMPT, NAS Key West; Sue O'Brien, Code 18; Mike Goldston, Code 18; DFAS CHASN; Charlotte Gooch; 0234 UPA; UTIL CONT BR (86-C-1852)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00021	See Block 16C		

6. ISSUED BY CODE
Commander, Southern Division
Naval Facilities Engineering Commander
P.O. Box 190010
North Charleston, SC 29419-9010
Paul LaRocque, code 0234PL

7. ADMINISTERED BY *(If other than item 6)* CODE
SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
ATTN: E. David Fernandez
P.O. Box 1409
Key West, FL 33040-1409

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
N62467-86-C-1852

10B. DATED *(SEE ITEM 13)*
86 Mar 31

CODE	FACILITY CODE	X
1QUS6		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
AG 17 00001804 60FA 0250 09697 0 068732 2D C189GN 002130KMHO4Q
F2276# N0021300RC189GN

INCREASE
$ 525,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement between both parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor is not, is X required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT N62467-86-C-1852, SEWER SERVICE WITH THE CITY OF KEY WEST, FLORDIDA, MODIFICATION P00021

This modification provides partial funding for the Navy's share of the capital improvement project for Advanced Wastewater Treatment (AWT). The Navy's share is 23% of the total cost of the AWT project ($6,944,816.00) and is calculated to be $1,597,307.68. The 23% is based on the Navy's reserved plant capacity. The remainder of the Navy's share ($1,072,307.68) not covered by this modification will be paid under terms to be determined which will be set forth in a future contract modification.

Submit invoices to:
Commander,
Naval Base, Jacksonville
Code N02
Box 27 (Key 002130302)
NAS Jacksonville, FL 32212-0027

Payment made by:
Defense Finance & Accounting Service
Defense Accounting Office – Cleveland Center
Operating Location Norfolk (Code IEBCC)
9712 Virginia Avenue
Norfolk, VA 23511-3297

DIST: DFAS (IEBCC) NORFOLK, VA; CO NAS (ATTN: RICHARD RUZICH) KEY WEST, FL; COMNAVBASE (N02) NAS JACKSONVILLE, FL; UTIL/ENERGY SERVICES BR; 0234UPA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICE *(Type or print)*
E David Fernandez, Utilities Dir. City of Key West	LAURIE A. CORDELL, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
E David Fernandez	9-28-00	BY Laurie A Cordell	28 SEP 00
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00024	see block 16		

6. ISSUED BY	7. ADMINISTERED BY *(if other than item 6)*
CODE N62467 COMMANDER, SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND P.O. BOX 190010 NORTH CHARLESTON, SC 29419-9010 LOTT, CODE: ACQ32KL: 843-820-5915 Ken.Lott@navy.mil	CODE SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
City of Key West PO Box 1409 Attn: David Fernandez Key West, FL 33040-1409		9B. DATED *(SEE ITEM 11)*
		10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
CODE / FACILITY CODE	x	10B. DATED *(SEE ITEM 13)* 86 Mar 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

Applicable accounting data will be cited on invoice by activity served

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Unilateral Administrative Modification

E. IMPORTANT: Contractor is not, is X required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. Effective for all Navy accounts under this contract, bills issued on or after 22 January 2006 are to be sent to:

Navy Public Works Center
Box 30 Code 610 Building 602
NAS Jacksonville, FL 32212-0030

-continued on page 2-

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICE (Type or print)	
		KEN LOTT, Utilities/Energy Services Branch	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
_____ *(Signature of person authorized to sign)*		BY Ken Lott *(Signature of Contracting Officer)*	19 Dec 2005

14. Description (continued)
B. Monthly bills for service under this contract will be paid by:

DFAS San Diego
4181 Ruffin Road
San Diego, CA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00025	30 Mar 2006		

6. ISSUED BY CODE N62467

COMMANDER, SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P.O. BOX 190010
NORTH CHARLESTON, SC 29419-9010
LOTT, CODE: ACQ32KL: 843-820-5915
Ken.Lott@navy.mil

7. ADMINISTERED BY *(if other than item 6)* CODE

SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

City of Key West
PO Box 1409 Attn: David Fernandez
Key West, FL 33040-1409

CODE	FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
	10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
X	**10B. DATED** *(SEE ITEM 13)* 86 Mar 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ **The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.**

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*
Applicable accounting data will be cited on invoice by activity served

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* **SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).**
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	**D. OTHER** *(Specify type of modification and authority)* Unilateral modification issued pursuant to Paragraph II, "Term and Termination" of the contract.

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. Pursuant to Paragraph II, "Term and Termination" of the contract, the term of the contract is extended for the period 31 MAR 2006 through 30 MAR 2016.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICE (Type or print) KEN LOTT, Utilities/Energy Services Branch	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA** BY _____ *(Signature of Contracting Officer)*	**16C. DATE SIGNED**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1OF 1 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00027	23 Mar 2007		

6. ISSUED BY	7. ADMINISTERED BY (If other than Item 6)
CODE N62467 COMMANDER, NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST P.O. BOX 190010 NORTH CHARLESTON, SC 29419-9010 LOTT, CODE: ACQ32KL: 843-820-5915 Ken.Lott@navy.mil	CODE SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
City of Key West PO Box 1409 Attn: David Fernandez Key West, FL 33040-1409		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N62467-86-C-1852 (UTIL)
CODE / FACILITY CODE	X	10B. DATED (SEE ITEM 13) 86 Mar 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

Applicable accounting data will be cited on invoice by activity served

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: As mutually agreed by both parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is x required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. The Government agrees to fund the replacement of four (4) Sewer Flowmeters at a total cost of $17,951.20 at
(1) Trumbo Point Annex (Front Gate)
(2) Trumbo Road Coast Guard Entrance (Trumbo Road)
(3) Trumbo Point Backflow (Palm Avenue)
(4) Truman and Fort (Old CES Building)
Flowmeters will be Hach/Sigma Model Area X Velocity Flowmeters with A/V Upgrade and Submerged A/V Sensor with 30-ft. Cable. Charge for meters may be added to sewer utility bill after completion of installation.
Local POC for the Navy is Lt. Jeremy Thompson, (305) 293-2304.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
(Signature of person authorized to sign)		KEN LOTT, Utilities/Energy Services Branch	3/30/07
		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	3-30-07

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV.10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE
J	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(if applicable)*
P00028	See Block 14		

6. ISSUED BY
COMMANDING OFFICER N69450
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST
P.O.BOX 190010
NORTH CHARLESTON, SC 29419-9010
Esther R. Brown, esther.r.brown@navy.mil
PH (843) 820-5859 FAX (843) 820-5853

7. ADMINISTERED BY *(if other than item 6)*
SAME AS BLOCK 6

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
City of Key West
ATTN: David Fernandez
PO Box 1409
Key West, FL 33040-1409

CAGE CODE 1QUS6 | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED A*(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO
N62467-86-C-1852 (UTIL)

10B. DATED *(SEE ITEM 13)*
86 Mar 31

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended ( ) is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. "CHANGES – FIXED PRICE" CLAUSE FAR 52.243-1
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. **IMPORTANT:** Contractor **(X) is not, ( ) is** required to sign this document .

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

CONTRACT: N62467-86-C-1852, Sewer Service for Naval Air Station, Key West, Florida.

This modification is issued to change the paying office. See Page 2.

REASON CODE: ADMIN

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Esther R. Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		BY Esther R. Brown *(Signature of Contracting Officer)*	12/12/07

This modification is for Government purposes only and is issued to change the paying office due to closure of the current paying office. Effective March 1, 2008, the paying office is changed from DFAS San Diego to DFAS Cleveland. See below for additional information.

Regular Mailing Address:

DFAS Cleveland
Attn: Accounts Payable
P. O. Box 998022
Cleveland, OH 44199

Express Mail Address:

DFAS Cleveland, Accounts Payable
Attn: SB-39, Accounts Payable
1240 E. 9th Street
Cleveland, OH 44199

EDM Right Fax: (Preferred method of transmitting documentation.)

1-877-426-4280

POC:

Rayna Parsons
216-204-2466
Rayna.parsons@dfas.mil