

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 10, 2012

Consent  Regular   
Public Hearing

Department: Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: **A)** an Agreement with the U.S. Navy to provide potable water and sanitary sewer service at the Navy Operational Support Center (Agreement); **B)** an Amendment to the Agreement correcting the facility location; and **C)** an Amendment of Solicitation/Modification of Contract to terminate the previous agreement that expired on March 1, 2012 (Closeout Modification).

**Summary:** The Agreement sets forth the terms and conditions for the provision of water and sewer services for facilities at the Navy Operational Support Center (NOSC) located at 1227 Marine Drive, in West Palm Beach, Florida, which is used by U.S. Navy Reserve personnel to conduct drills at the facility. Execution of the proposed Agreement is required for NOSC to purchase these services. The proposed Agreement is for the next ten (10) years, with a retroactive commencement date of March 1, 2012 through February 28, 2022. The rates, fees, and charges for the services are specified in the Uniform Policy and Procedure Manual (UPAP) under 6.6.2. Monthly Customer Fees for Non-Residential Customers. The Agreement submitted by the U.S. Navy listed the location of the service site as Hialeah, FL instead of West Palm Beach, FL. This error is corrected in the Amendment. In addition, Navy procedures require the execution of the Closeout Modification to terminate the Agreement. District 7 (MJ)

**Background and Justification:** The facility is used by U.S. Navy Reserve personnel to conduct drills which are vital to the security of our Nation. WUD will provide water service according to the SDWA and receive, carry, treat and dispose of sanitary sewage at the NOSC for the same rate as all Non-Residential Customers. The NOSC will purchase these services provided by the WUD. As the previous Agreement expired on March 1, 2012, the retroactive commencement date of this Agreement is March 1, 2012, and will expire on February 28, 2022. WUD will not be held liable for any service interruptions at the facility, when limited or restricted due to National Security, and requested by the NOSC. The NOSC will notify WUD at least 30 days in advance of any modifications or changes of service which may be necessary.

**Attachments:**

1. Location Map
2. Four (4) Original Agreements
3. Four (4) Original Amendments
4. Four (4) Original Closeout Modifications

Recommended By:  6/21/12  
Department Director Date

Recommended By:  6/26/12  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	0	0	0	0	0
External Revenues	(\$10,000.00)	(\$10,000.00)	(\$10,000.00)	(\$10,000.00)	(\$10,000.00)
Operating Expenses	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>(\$10,000.00)</b>	<b>(\$10,000.00)</b>	<b>(\$10,000.00)</b>	<b>(\$10,000.00)</b>	<b>(\$10,000.00)</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4000 Dept 720 Unit 4200 Rsrc 4374

Is Item Included in Current Budget? Yes No  X

Reporting Category N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

NOSC will pay an estimated \$10,000 each year for water services at their facility in Palm Beach County.

C. Department Fiscal Review: Debra M. West

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

<p><u>[Signature]</u> OFMB 6/21/12 at 6/20/12 6/20/12</p>	<p><u>[Signature]</u> Contract Development and Control 6-22-12 E. Wheeler</p>
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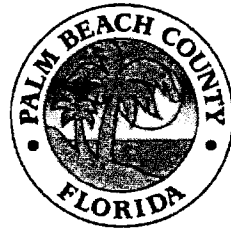
**B. Legal sufficiency:**

[Signature]  
Assistant County Attorney  
6/25/12

The closest modification will terminate the previous agreement w/ the Navy.

**C. Other Department Review:**

\_\_\_\_\_  
Department Director



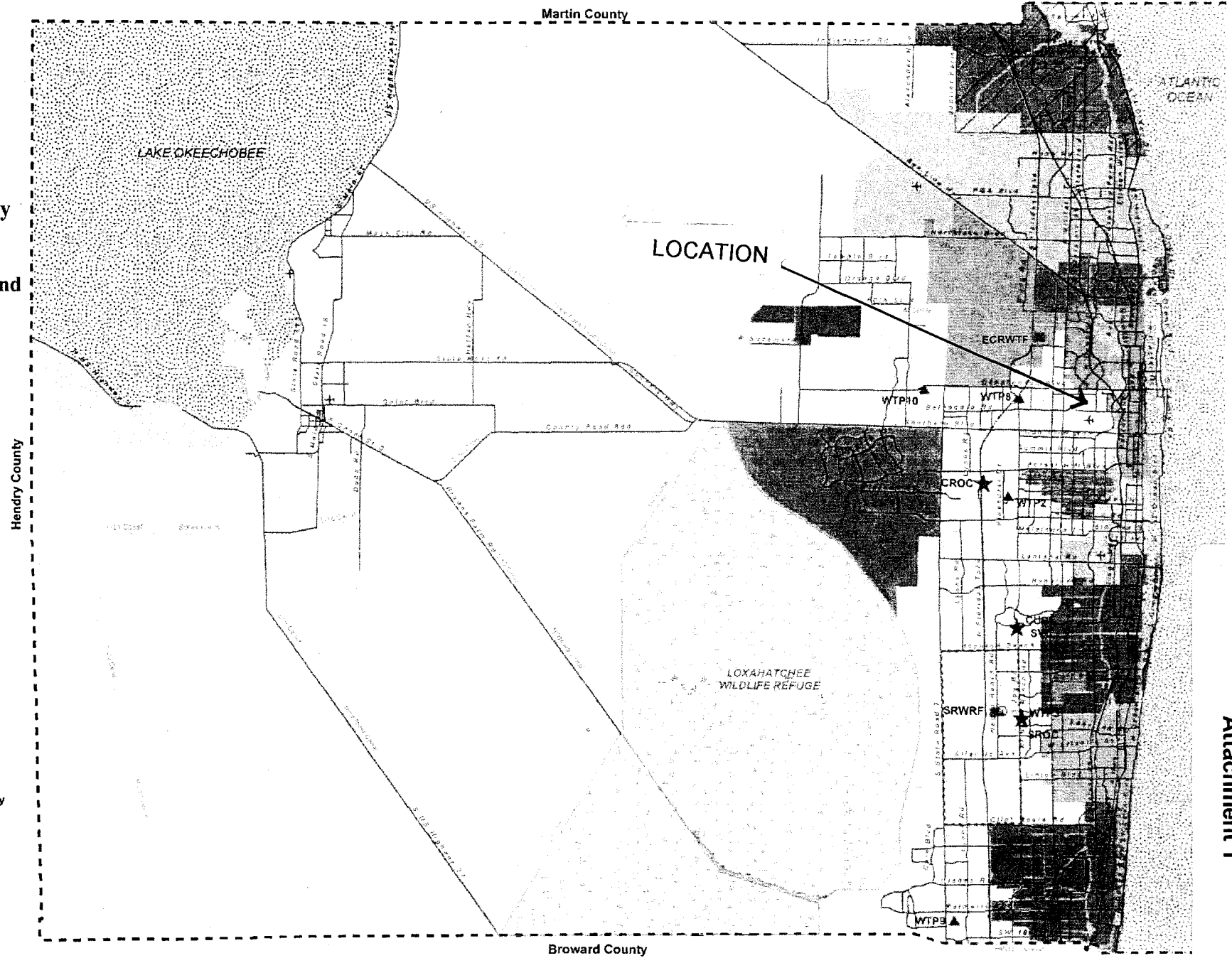
**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

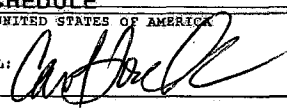
**Legend**

- P.B.C.W.U.D. SA
- ..... Mandatory Reclaimed SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



NOT TO SCALE



ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 13	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N69450-12-M-0015			2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/ CALL (YYYYMMDD) 2012 Mar 01		4. REQ./PURCH. REQUEST NO.			5. PRIORITY	
6. ISSUED BY NAVFAC SOUTHEAST AGC CORE UTILITIES BLDG 803, PO BOX 30 JACKSONVILLE FL 32212-0030				CODE N89450		7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS COUNTY OF, PALM BEACH 301 N OLIVE AVE WEST PALM BEACH FL 33401-4705				CODE 1RFV4		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
								12. DISCOUNT TERMS		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G	
14. SHIP TO  <b>SEE SCHEDULE</b>				CODE		15. PAYMENT WILL BE MADE BY DFAS-CLEVELAND, NORFOLK ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199		CODE N88732		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL PURCHASE		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES					20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT	
<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: EMAIL: BY: 		25. TOTAL \$100,000.00 EST		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.											
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER									
						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER	
										35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	\$57,800.00	\$57,800.00 EST
	Water and Sewer Service - #A FFP Account Number: 1000001151 Fresh Water & Sewer SE_07_FW_00002 SE_07_SE_00002 Follow-on contract for water and sewer service at NOSC West Palm Beach, FL with the County of Palm Beach. Service address: 1227 Marine Drive #A West Palm Beach, FL. FOB: Destination				
				NET AMT	\$57,800.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.	\$22,200.00	\$22,200.00 EST
	Water and Sewer Service - #B FFP Account Number: 1000001152 Fresh Water & Sewer SE_07_FW_00003 SE_07_SE_00003 Follow-on contract for water and sewer service at NOSC West Palm Beach, FL with the County of Palm Beach. Service address: 1227 Marine Drive #B West Palm Beach, FL. FOB: Destination				
				NET AMT	\$22,200.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Dollars, U.S.	\$10,000.00	\$10,000.00 EST

Fresh Water Fireline  
FFP

Account Number: 1000482546 Fresh Water Fireline  
SE\_07\_FW\_00005

Follow-on contract for water and sewer service at NOSC West Palm Beach, FL  
with the County of Palm Beach. Service address: 1227 Marine Drive West Palm  
Beach, FL.

FOB: Destination

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NET AMT

\$10,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Dollars, U.S.	\$10,000.00	\$10,000.00 EST

Freshwater Fireline  
FFP

Account Number: 1000482547 Fresh Water Fireline  
SE\_07\_FW\_00006

Follow-on contract for water and sewer service at NOSC West Palm Beach, FL  
with the County of Palm Beach. Service address: 1227 Marine

FOB: Destination

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NET AMT

\$10,000.00 (EST.)

Section C - Descriptions and Specifications

SCOPE OF WORK

SECTION C - SCOPE OF WORK

C.1.1. SCOPE FOR WATER SERVICE

The contractor shall furnish, and the Government shall purchase and receive, water service as requested by the Government for the Navy Operational Support Center (NOSC) (formerly the Navy and Marine Corps Reserve Readiness Center) Miami located at Hialeah, FL. Service shall be provided as stated in the provisions contained herein, and pursuant to the contractor's effective rates, tariffs, rules, regulations and practices subject to the appropriate regulatory body.

Contractor shall supply clear, potable water safe for human consumption in accordance with standards adopted by the Safe Water Drinking Act (SDWA) for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. Contractor shall operate and provide its water service in conformity with all applicable laws, rules, codes, industry standards, permits and regulations promulgated by any and all governmental authorities having jurisdiction.

C.1.2. SCOPE FOR SEWER SERVICE

The contractor shall furnish, and the Government shall purchase and receive, sewer service as requested by the Government for the NOSC Miami located at Hialeah, FL. The contractor shall receive, carry, treat and dispose of all sanitary sewage originating at the installation in such amounts as the Government desires to release into contractor's sewer system and in a manner and by such means as will constitute no hazard to the public health.

The contractor shall operate his sewage disposal and treatment facilities in conformity with applicable laws, rules, codes, industry standards, permits and regulations promulgated by federal, state and local authorities having jurisdiction.

C.2. RATES AND CHARGES

All meters (if any) shall be installed by the contractor in a manner that allows verification by Government personnel. The Government reserves the right to have the contractor install meters at any location served by the system. The cost of such installations will be negotiated by the Government and contractor.

For all services furnished under this contract to the service location, the Government shall pay the contractor at the rates and charges specified in Rates, Fees and Charges attached hereto and made a part of this contract, and all revisions thereof.

For purposes of charges, any demands due to faulty operation of, or to excessive or fluctuating pressure on the contractor's system, shall not be included as part of the Government's requirement.

The contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the contractor shall immediately notify the Contracting Officer.

No increase shall be requested in the contract rate unless the contractor has placed into effect a general rate increase to all of his customers under similar conditions of service. If the contractor has placed into effect a general rate decrease, a corresponding decrease in the contract rate shall be made.

C.2.1. Rates

See Attached Rate Schedule

### **C.3. CHANGES IN CHARACTER OF SERVICE**

The Government shall give reasonable notice (at least 30 days) of any material changes anticipated in demand or service requirements. The contractor shall give reasonable notice (at least 30 days) of any material changes anticipated in service capability or capacity.

### **C.4. DEFINITIONS**

As used throughout this contract, the following terms are defined as follows. Additional definitions can be found in the "DEFINITIONS" clause (FAR 52.202-1) of Section I.

*Contracting Officer (KO)*. An employee of the Government with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives acting within the limits of their authority as delegated by the Contracting Officer.

*Contractor*. Refers to both the prime contractor and subcontractors and includes any of its subsidiaries and parent companies. The prime contractor shall ensure that their subcontractors comply with the provisions of this contract.

*Safe Water Drinking Act (SDWA)*. The main federal law that ensures the quality of Americans' drinking water. Under SDWA, Environmental Protection Agency sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards. For more information visit: <http://water.epa.gov/lawsregs/rulesregs/sdwa/>

### **C.5. COORDINATION OF WORK**

The Government hereby grants to the contractor, 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 contractor required to be located upon Government premises. Authorized representatives of the contractor will be allowed access to the facilities of the contractor at suitable times to perform the obligations of the contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the National security. In such a case, the contractor may not be held liable for interruptions of service due to facts beyond his control in order to operate and maintain service.

Routine work, such as the scheduled replacement or retirement/removal of inventory and equipment shall be coordinated with the designated Government representative.

The contractor shall provide 24-hour service for trouble calls made to a published telephone line. The Government employee responsible for the building or facility experiencing service outages or trouble will call the contractor's published telephone number to report any outages. Restoration of service shall be coordinated with the individual responsible for the building or facility.

The contractor shall cooperate with the Government and contractors of the Government to facilitate outages and underground utilities location markings to allow construction/repairs on the installation(s).

The contractor shall notify a designated Government representative at least 10 days prior to any scheduled excavation. The contractor shall mark the proposed excavation location with standard industry markings, no more than 24 hours prior to providing notification. The contractor shall not begin any excavations without prior site



approval. Such approval/disapproval shall be timely and not cause unreasonable delays in contractor's related work or be unreasonably withheld. The contractor shall be liable for all damages incurred by the Government related to excavations by the contractor without prior approval; however, the contractor shall not be held liable for any excavations without prior approval where said excavations are necessary to address an emergency condition.

#### **C.6. Emergency Service Requests**

Trouble calls and service calls shall be classified as an emergency at the discretion of the Contracting Officer or authorized Government official as designated by the Contracting Officer. An emergency condition is one that is detrimental to the mission of the installations, significantly impacts operational effectiveness, or compromises the safety, health, and life of personnel. Once an emergency request is received, the contractor will respond as soon as possible and endeavor to take such action as is necessary to downgrade the level of the service request to routine. The response point for all emergency calls will be the security entrance gate at each installation. Installation personnel will be responsible for facilitating rapid access of the contractor's personnel through the security entrance to the site of the emergency.

Emergency calls may include complaints and communications concerning back-ups, flood conditions, stoppages, spillages, leaks, breaks and emergencies. The emergency will be isolated as soon as possible. The emergency will be resolved and/or repaired as soon as possible. Work will be continuous until the emergency condition is eliminated or downgraded and service is restored. Additionally, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible.

During non-working hours, once the emergency is isolated, the contractor, with the concurrence of the Contracting Officer or authorized Government official as designated by the Contracting Officer, will determine if the emergency needs to be resolved immediately or can wait until the next business day. If the emergency must be resolved immediately, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible. If the repair can wait until the next business day, the appropriate repair crews will be on site at the start of the next business day or as soon thereafter as possible.

All emergencies will be remedied or downgraded to a non-emergency status as soon as possible.

#### **C. 7. COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS/CODES**

The contractor shall comply with all federal, state and local environmental and safety laws and shall be responsible for environmental assessments, studies and coordination applicable to federal, state, and local agencies required to execute their portion of this contract. This shall include, but not be limited to, all assessments, studies, permitting and coordination required to comply with federal, state and local laws regarding endangered species, historic/archaeological, and hazardous/toxic materials.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2012 TO 28-FEB-2022	N/A	N/A FOB: Destination	
0002	POP 01-MAR-2012 TO 28-FEB-2022	N/A	N/A FOB: Destination	
0003	POP 01-MAR-2012 TO 28-FEB-2022	N/A	N/A FOB: Destination	
0004	POP 01-MAR-2012 TO 28-FEB-2022	N/A	N/A FOB: Destination	

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## Section G - Contract Administration Data

SUPERSEDING CONTRACT**G.1. Superseded Contract**

Contract N62467-91-C-1802 is hereby superseded and any payments due the contractor, connection charges paid by the Government or any credit adjustments due the Government shall accrue to new current contract, N69450-12-M-0015.

PAYMENT AND BILLING**G.2. Payment**

The contractor shall be paid by the designated disbursing office for service furnished hereunder at the rates specified. The Government shall be liable for the minimum monthly charge, if any, commencing with the billing period in which service is initially furnished 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.

Payments shall not be made in advance of the service rendered.

The Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Invoices for service rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the Government.

The contractor 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 Government shall continue to be billed at the lowest available rate for similar conditions of service.

**G.3. Billing Information**

~~Navy bills are to be mailed directly from the vendor/utility provider to the Navy's vendor (SourceNet) for processing at the address shown below. Therefore, the "Bill To" and/or "Mail To" Should be addressed as follows:~~

For account #1000001151:

US NAVY  
SE\_07\_SE\_00002, SE\_07\_FW\_00002  
P.O. BOX 30088  
COLLEGE STATION, TX 77842-3088

For account #1000001152:

US NAVY  
SE\_07\_SE\_00003, SE\_07\_FW\_00003  
P.O. BOX 30088

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COLLEGE STATION, TX 77842-3088

For account #1000482546:

US NAVY  
SE\_07\_FW\_00005  
P.O. BOX 30088  
COLLEGE STATION, TX 77842-3088

For account #1000482547:

US NAVY  
SE\_07\_FW\_00006  
P.O. BOX 30088  
COLLEGE STATION, TX 77842-3088

Submission of invoices to another location/address will result in a rejection of the invoice.

CONTACT INFORMATION

**G.4. Point of Contact**

County of Palm Beach Water Utility;

Emergency:  
561-740-4600, Option 1

Customer Service:  
561-740-4600

NOSC West Palm Beach;  
561-687-3954

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## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Export-Controlled Items	APR 2010
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

~~52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)~~

(a) For the period 03/01/2012 to 02/28/2022 the Contractor agrees to furnish and the Government agrees to purchase water and sewer utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 1 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding 2 year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than 1 percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 1 percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 2 hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.

(b) After 03/01/2013, either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.

(c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.

(d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.

(e) Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

The FARSite:

<http://farsite.hill.af.mil/farsite.html>

(End of clause)



IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

**ATTEST:**

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, by its Board of County Commissioners

By: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_

Water Utilities Director

**WITNESSES:**

**THE UNITED STATES OF AMERICA**, Acting by and through the Department of The Navy

\_\_\_\_\_  
Robert B. Gurske

Type or Print Name

\_\_\_\_\_  
Doreen M. Brown

Type or Print Name

By: \_\_\_\_\_  
Signature

Contracting Officer  
Title

Carol Fouk  
Typed or Printed Name

## Rate Schedule

Rate Multiplier 1.04262	Current Potable Water	Revised Potable Water	Current Wastewater	Revised Wastewater	Current Combined PW & WW	Revised Combined PW & WW	Current Reclaimed	Revised Reclaimed
<b>BASE FACILITY FEES</b>								
<b>Residential</b>								
Multi-Family	8.16	8.51	12.29	12.81	20.45	21.32		
Single Family								
5/8" x 3/4"	10.95	11.42	12.29	12.81	23.24	24.23		
1"	26.74	27.88	36.25	37.79	62.99	65.67		
1 1/2"	40.00	41.70	55.67	58.04	95.67	99.74		
2"	83.39	86.94	121.71	128.90	205.10	213.84		
Fire Line								
2"	12.17	12.69						
3"	22.92	23.90						
4"	38.19	39.82						
6"	78.39	79.85						
8" and above	122.23	127.44						
Un-metered wastewater			23.76	24.77				
Reclaimed 5/8" x 3/4"								
with paid connection fee							2.63	2.74
without paid connection fee							5.35	5.58
<b>Non-Residential</b>								
5/8" x 3/4"	20.59	21.47	25.89	26.99	46.48	48.46		
1"	70.11	73.10	99.05	103.27	169.16	176.37		
1 1/2"	111.54	116.29	161.84	168.74	273.38	285.03		
2"	189.23	197.29	290.03	302.39	479.26	499.68		
3"	501.26	522.62	744.48	778.21	1,245.74	1,298.83		
4"	773.16	806.11	1,139.38	1,187.94	1,912.54	1,994.05		
Fire Line								
2"	12.17	12.69						
3"	22.92	23.90						
4"	38.19	39.82						
6"	78.39	79.85						
8" and above	122.23	127.44						
Reclaimed:								
with paid connection fee:								
5/8" x 3/4"							2.82	2.94
1"							15.04	15.68
1 1/2"							37.59	39.19
2"							80.82	84.26
3"							176.68	184.21
4"							483.04	503.63
6"							1,031.87	1,076.85
8"							1,834.44	1,912.62
10"							2,856.90	2,978.66
without paid connection fee:								
5/8" x 3/4"							5.73	5.97
1"							30.55	31.85
1 1/2"							78.39	79.65
2"							164.23	171.23
3"							359.03	374.33
4"							981.60	1,023.44
6"							2,096.89	2,186.26
8"							3,727.80	3,886.68
10"							5,805.59	6,053.02
Un-metered wastewater			23.76	24.77				
<b>COMMODITY FEES</b>								
<b>Residential</b>								
0-4	1.09	1.14	1.49	1.55	2.58	2.69		
5-10	2.45	2.56	3.50	3.65	5.95	6.20		
11-25	6.15	6.41	0.00	0.00	6.15	6.41		
Over 25	7.64	7.97	0.00	0.00	7.64	7.97		
Reclaimed							0.22	0.23
<b>Non-Residential</b>								
Lower Tier	1.29	1.34	1.74	1.81	3.03	3.15		
Higher Tier	3.50	3.65	1.74	1.81	5.24	5.46		
Reclaimed							0.22	0.23
Reclaimed (Third Party FPL Line)							0.54	0.56
<b>GUARANTEED REVENUE</b>								
Mandatory Agreement Payment Per ERC (equal to 12 months):					<b>CURRENT</b>	<b>REVISED</b>		
Potable Water					182.23	180.08		
Reclaimed Water					0.00	0.00		
Wastewater					255.78	266.78		
Combined Potable Water and Wastewater					438.01	456.84		
Guaranteed Revenue Monthly Fee per ERC:							Rate Multiplier 1.04262	
Potable Water					15.19	15.84		
Reclaimed Water					0.00	0.00		
Wastewater					21.32	22.23		
Combined Potable Water and Wastewater					36.51	38.07		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
	21-May-2012				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
NAVFAC SOUTHEAST ACQ CORE UTILITIES BLDG 903, PO BOX 30 JACKSONVILLE FL 32212-0030	N69450	See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
COUNTY OF PALM BEACH 301 N OLIVE AVE FRNT WEST PALM BEACH FL 33401-4705					
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N69450-12-M-0015		
			X 10B. DATED (SEE ITEM 13) 01-Mar-2012		
CODE 1RFV4		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer 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)					
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 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: FAR 52.243-1 ALT   Changes Fixed Price					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jacada55121980 N69450-12-M-0015-P00001  In scope correction of facility city from Hialeah, FL to West Palm Beach, FL in Section C.1.1. & C.1.2.  See Page 2  Reason Code: SCPE					
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)		
			TEL: _____ EMAIL: _____		
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)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SCOPE OF WORK

**SECTION C - SCOPE OF WORK**

**C.1.1. SCOPE FOR WATER SERVICE**

The contractor shall furnish, and the Government shall purchase and receive, water service as requested by the Government for the Navy Operational Support Center (NOSC) (formerly the Navy and Marine Corps Reserve Readiness Center) West Palm Beach located in West Palm Beach, FL. Service shall be provided as stated in the provisions contained herein, and pursuant to the contractor's effective rates, tariffs, rules, regulations and practices subject to the appropriate regulatory body.

Contractor shall supply clear, potable water safe for human consumption in accordance with standards adopted by the Safe Water Drinking Act (SDWA) for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. Contractor shall operate and provide its water service in conformity with all applicable laws, rules, codes, industry standards, permits and regulations promulgated by any and all governmental authorities having jurisdiction.

**C.1.2. SCOPE FOR SEWER SERVICE**

The contractor shall furnish, and the Government shall purchase and receive, sewer service as requested by the Government for the NOSC West Palm Beach located in West Palm Beach, FL. The contractor shall receive, carry, treat and dispose of all sanitary sewage originating at the installation in such amounts as the Government desires to release into contractor's sewer system and in a manner and by such means as will constitute no hazard to the public health.

The contractor shall operate his sewage disposal and treatment facilities in conformity with applicable laws, rules, codes, industry standards, permits and regulations promulgated by federal, state and local authorities having jurisdiction.

**C.2. RATES AND CHARGES**

All meters (if any) shall be installed by the contractor in a manner that allows verification by Government personnel. The Government reserves the right to have the contractor install meters at any location served by the system. The cost of such installations will be negotiated by the Government and contractor.

For all services furnished under this contract to the service location, the Government shall pay the contractor at the rates and charges specified in Rates, Fees and Charges attached hereto and made a part of this contract, and all revisions thereof.

For purposes of charges, any demands due to faulty operation of, or to excessive or fluctuating pressure on the contractor's system, shall not be included as part of the Government's requirement.

The contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the contractor shall immediately notify the Contracting Officer.

No increase shall be requested in the contract rate unless the contractor has placed into effect a general rate increase to all of his customers under similar conditions of service. If the contractor has placed into effect a general rate decrease, a corresponding decrease in the contract rate shall be made.

#### **C.2.1. Rates**

See Attached Rate Schedule

### **C.3. CHANGES IN CHARACTER OF SERVICE**

The Government shall give reasonable notice (at least 30 days) of any material changes anticipated in demand or service requirements. The contractor shall give reasonable notice (at least 30 days) of any material changes anticipated in service capability or capacity.

### **C.4. DEFINITIONS**

As used throughout this contract, the following terms are defined as follows. Additional definitions can be found in the "DEFINITIONS" clause (FAR 52.202-1) of Section I.

*Contracting Officer (KO)*. An employee of the Government with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives acting within the limits of their authority as delegated by the Contracting Officer.

*Contractor*. Refers to both the prime contractor and subcontractors and includes any of its subsidiaries and parent companies. The prime contractor shall ensure that their subcontractors comply with the provisions of this contract.

*Safe Water Drinking Act (SDWA)*. The main federal law that ensures the quality of Americans' drinking water. Under SDWA, Environmental Protection Agency sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards. For more information visit;  
<http://water.epa.gov/lawsregs/rulesregs/sdwa/>

### **C.5. COORDINATION OF WORK**

The Government hereby grants to the contractor, 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 contractor required to be located upon Government premises. Authorized representatives of the contractor will be allowed access to the facilities of the contractor at suitable times to perform the obligations of the contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the National security. In such a case, the contractor may not be held liable for interruptions of service due to facts beyond his control in order to operate and maintain service.

Routine work, such as the scheduled replacement or retirement/removal of inventory and equipment shall be coordinated with the designated Government representative.

The contractor shall provide 24-hour service for trouble calls made to a published telephone line. The Government employee responsible for the building or facility experiencing service outages or trouble will call the contractor's published telephone number to report any outages. Restoration of service shall be coordinated with the individual responsible for the building or facility.

The contractor shall cooperate with the Government and contractors of the Government to facilitate outages and underground utilities location markings to allow construction/repairs on the installation(s).

The contractor shall notify a designated Government representative at least 10 days prior to any scheduled excavation. The contractor shall mark the proposed excavation location with standard industry markings, no more than 24 hours prior to providing notification. The contractor shall not begin any excavations without prior site approval. Such approval/disapproval shall be timely and not cause unreasonable delays in contractor's related work or be unreasonably withheld. The contractor shall be liable for all damages incurred by the Government related to excavations by the contractor without prior approval; however, the contractor shall not be held liable for any excavations without prior approval where said excavations are necessary to address an emergency condition.

#### **C.6. Emergency Service Requests**

Trouble calls and service calls shall be classified as an emergency at the discretion of the Contracting Officer or authorized Government official as designated by the Contracting Officer. An emergency condition is one that is detrimental to the mission of the installations, significantly impacts operational effectiveness, or compromises the safety, health, and life of personnel. Once an emergency request is received, the contractor will respond as soon as possible and endeavor to take such action as is necessary to downgrade the level of the service request to routine. The response point for all emergency calls will be the security entrance gate at each installation. Installation personnel will be responsible for facilitating rapid access of the contractor's personnel through the security entrance to the site of the emergency.

Emergency calls may include complaints and communications concerning back-ups, flood conditions, stoppages, spillages, leaks, breaks and emergencies. The emergency will be isolated as soon as possible. The emergency will be resolved and/or repaired as soon as possible. Work will be continuous until the emergency condition is eliminated or downgraded and service is restored. Additionally, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible.

During non-working hours, once the emergency is isolated, the contractor, with the concurrence of the Contracting Officer or authorized Government official as designated by the Contracting Officer, will determine if the emergency needs to be resolved immediately or can wait until the next business day. If the emergency must be resolved immediately, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible. If the repair can wait until the next business day, the appropriate repair crews will be on site at the start of the next business day or as soon thereafter as possible.

All emergencies will be remedied or downgraded to a non-emergency status as soon as possible.

#### **C. 7. COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS/CODES**

The contractor shall comply with all federal, state and local environmental and safety laws and shall be responsible for environmental assessments, studies and coordination applicable to federal, state, and local agencies required to execute their portion of this contract. This shall include, but not be limited to, all assessments, studies, permitting and coordination required to comply with federal, state and local laws regarding endangered species, historic/archaeological, and hazardous/toxic materials.

(End of Summary of Changes)

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

**ATTEST:**

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY**, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_

Water Utilities Director

**THE UNITED STATES OF AMERICA**, Acting by and through the Department of The Navy

By: \_\_\_\_\_

Contracting Officer

**WITNESSES:**

Signature

Jonathan Courtney

Typed or Printed Name

Date: \_\_\_\_\_

5 June 2012

Signature

Robert B. Gorske

Type or Print Name

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE <b>01-Mar-2012</b>	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NAVFAC SOUTHEAST ACQ CORE UTILITIES BLDG 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE <b>N69450</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COUNTY OF, PALM BEACH 301 N OLIVE AVE FRNT WEST PALM BEACH FL 33401-4705			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>N62467-91-C-1802</b>	
			X 10B. DATED (SEE ITEM 13) <b>24-Jul-1994</b>	
CODE <b>1RFV4</b>		FACILITY CODE		X
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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: <b>FAR 52.243-1 ALT   Changes Fixed Price</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>rgarske121998</b> <b>N62467-91-C-1802</b>  a. This modification of the basic contract and existing modifications thereto is deemed necessary to transfer water and sewer service to follow-on contract N69450-12-M-0015 for the Naval Operational Support Center West Palm Beach, FL at no additional cost to the Government.  b. Contract N62467-91-C-1802 is hereby closed out as a result of this modification.				
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)	
15B. CONTRACTOR/OFFEROR			TEL:	EMAIL:
15C. DATE SIGNED			16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	
			16C. DATE SIGNED	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

(End of Summary of Changes)

IN WITNESS WHEREOF, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

**ATTEST:**

Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY**, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_

Water Utilities Director

**THE UNITED STATES OF AMERICA**, Acting by and through the Department of The Navy

**WITNESSES:**

Signature

Typed or Printed Name

By: \_\_\_\_\_

Contracting Officer

Date: \_\_\_\_\_

5 June 2012

Signature

Robert B. Garske  
Type or Print Name