



## Board of County Commissioners

State of Florida

### CONTRACT CONTROL FORM

DATE: 9/10/75

CONTRACT CONTROL #: C75-0043-WSI-09

BID #: N/A TYPE: CONTRACT

AWARD TO: EGUN AFB

EFFECTIVE DATE: 9/10/75

TERM: INDEFINITE RATE AMEND 1/28/91

DESCRIPTION OF CONTRACT: WATER/SEWER SERVICE

GOVT FAMILY HOUSING

COUNTY DEPT/POC: WATER & SEWER / CHARLES EVANS

COUNTY CONTRACT TELEPHONE #: 651-7172

COUNTY CONTRACT FAX #: 651-7747

DATE CLOSED: \_\_\_\_\_

Reply To:

Courthouse  
101 E. James Lee Blvd. Crestview, FL 32536  
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100  
Fort Walton Beach, FL 32547  
(850) 651-7105 FAX: 651-7142

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

Date: 8/14/97

Contract/Lease Control #: C92-0167-WSI-26

Bid #: N/A Contract/Lease Type: CONTRACT

Award To/Lessee: USAF HURLBURT FIELD

Lessor: \_\_\_\_\_

Effective Date: 2/27/1992

Term: EXPIRES INDEFINITE


Description of Contract/Lease: WATER & SEWER SERVICE

Department Manager: WATER & SEWER

Department Monitor: J. LITTRELL

Monitor's Telephone #: 651-7171

Monitor's FAX #: 651-7193

Date Closed: 2/20/13 *combined with Contract # 0043 as  
an amendment.*  


- A. The purpose of this modification is to add water and sewer services to the premises of the Build-to-Lease Family Housing located at Hurlburt Field Florida to subject contract.
- B. This modification is subject to all terms and conditions of the existing contract except as cited herein.
- C. The term of this modification will be for the period starting when each designated housing unit becomes available until termination, at the option of the Government, by written notice to the contractor.
- D. The responsibility for maintenance and the ownership of the lift station, and all water and sewer lines will be assumed by the Okaloosa County Water and Sewer Department after their acceptance of the government furnished finalized drawings.
- E. Measurement of Service at Build-to-Lease Family Housing: All service furnished by the contractor shall be measured by metering equipment of standard manufacture, furnished, installed, maintained, calibrated and read by the contractor.
- F. Payment:
- (1) Contractor shall submit a lump sum monthly invoice with a listing of the meter readings for each of the occupied housing units. The monthly invoice will be sent to 834 CES/DEU, Hurlburt Field, FL 32544-5000 for verification of the accuracy of quantities billed.
  - (2) Payments shall be made by the disbursing officer at Eglin AFB. All payments shall be contingent upon the availability of appropriations.
  - (3) All bills for service shall be payed without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.
- G. Rates and Charges: For water and sewage service furnished under this modification to the service location, the Government shall pay the contractor (Okaloosa County) according to the rates listed in County Ordinance 89-27. These rates will be as Residential Multiple Outlet and/or Multiple Unit with a base charge of \$6.74 for each meter and \$1.35 per each 1000 gallons of water used or sewage created. These rates apply to the 801 Housing at Hurlburt Field and to no other service location. The rates became effective on 1 February 1991 and shall be increased by eight (8%) on 1 February of the years 1993, 1995 and 1997.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

11. CONTRACT ID CODE | PAGE OF PAGES  
 J | 1 | 02

2. AMENDMENT/MODIFICATION NO. P00014	13. EFFECTIVE DATE 92FEB27	4. REQUISITION/PURCHASE REQ. NO. FOUT100010001	5. PROJECT NO. (If applicable)
6. ISSUED BY OPERATIONAL CONTRACTING AFDTC/PKO FAX 904 882-9442 EGLIN AFB FL	CODE 32542-5328	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)  OKALOOSA COUNTY WATER & SEWER SYS PO BOX 1567 10 FIRST AVE FT WALTON BEACH FL 32549	(x) 9A. AMENDMENT OF SOLICITATION NO.  9b. DATED (See item 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X F006517600035  10B. DATED (See item 13) 76JAN01
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 INC .00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. 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.
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 in pursuant to authority of: CLAUSE 4 OF TECHNICAL PROVISIONS ENTITLED "CHANGE IN VOLUME"
D. Other (Specify type of modification and authority)

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

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: BELVA PORTER  
 PHONE: 904 882-4961

SEE SCHEDULE

\*\*\*\*\* THIS IS A REPRINT \*\*\*\*\*

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)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOANNE W. RANKIN
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID CODE J )	PAGE OF PAGES 1   02
2. AMENDMENT/MODIFICATION NO. P00014	13. EFFECTIVE DATE 92FEB27	14. REQUISITION/PURCHASE REQ. NO. F0UT1100010001	5. PROJECT NO. (If applicable)
6. ISSUED BY OPERATIONAL CONTRACTING AFDTC/PKO FAX 904 882-9442 EGLIN AFB FL		7. ADMINISTERED BY (If other than Item 6)	
CODE 32542-5328		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)	(x) 9A. AMENDMENT OF SOLICITATION NO.
OKALOOSA COUNTY WATER & SEWER SYS PO BOX 1567 10 FIRST AVE FT WALTON BEACH FL 32549	008Y01S
	9b. DATED (See item 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X F0865176D0035
	10B. DATED (See item 13) 76JAN01
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.

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

(x) 1A. 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.

1B. 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 1C. This supplemental agreement is entered in pursuant to authority of:  
 CLAUSE 4 OF TECHNICAL PROVISIONS ENTITLED "CHANGE IN VOLUME"

1D. Other (Specify type of modification and authority)

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

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

POC: BELVA PORTER  
 PHONE: 904 882-4961

SEE SCHEDULE

\*\*\*\*\* THIS IS A REPRINT \*\*\*\*\*

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)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
KATHLEEN A. O'DELL, CHAIRMAN	JOANNE W. RANKIN
15C. DATE SIGNED	15D. UNITED STATES OF AMERICA
3-19-92	
BY	BY
(Signature of person authorized to sign)	(Signature of Contracting Officer)

C O N T R A C T   C O N T R O L   F O R M

USAFHUL

DATE: 3/19/92  
STATUS: Open

CONTRACTOR: United States Air Force - Hurlburt Field  
834 CES/DEU  
Hurlburt Field, FL 32544-5000

PURPOSE: Water and Sewer Service  
DATE/TERM: February 27, 1992  
AMOUNT: N/A

CONTRACTOR CONTACT:  
COUNTY CONTACT: Doug Edge, 8-7175

REVENUE:  
421

BUDGET

- |   |     |
|---|-----|
| 1. A copy of the executed agreement is in the file.   | NO  |
| 2. The budget for this contract has been set up.  | Yes |
| 3. Insurance Policy Requirements:   |     |
| A. Certificates of Insurance provided to the County.  | N/A |
| B. A 30 day notification prior to effective date of cancellation or change in coverage is provided. | N/A |
| C. The County is listed as an additional insured.   | N/A |
| D. Coverage amounts are correct per the contract.   | N/A |
| General Liability   |     |
| Automobile Liability  |     |
| Workers' Compensation   |     |
| 4. A Hold Harmless or Indemnity Provision is provided.  | N/A |
| 5. Performance Bond/Security requirements have been met.  | N/A |



DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS AIR FORCE DEVELOPMENT TEST CENTER (AFSC)  
EGLIN AIR FORCE BASE, FLORIDA 32542-5000

3/4/92

REPLY TO  
ATTN OF: PKOV-2 (J. O'Gallagher, 882-2304)

3 Mar 92

SUBJECT: Contract F08651-76-D0035, Water & Sewer Service

TO: Okaloosa County Water & Sewer Sys  
PO Box 1567  
Ft Walton Bch FL 32549

1. Forwarded for signature are copies of subject document.
2. It is requested that Blocks 15A, 15B, and 15C be completed by an authorized representative of your company and all the copies returned to this office.
3. Upon receipt of properly signed copies, the Contracting Officer will sign and a duplicate will be forwarded to you.
4. Areas of change are indicated on attached copy. An unmarked copy will be returned with the signed modification.

JOANNE W. RANKIN  
Contracting Officer

1 Atch  
P00014

MEMORANDUM

TO: Teresa/Doris  
Clerk's Office  
Crestview

FROM: Patsy Robbins *PR*  
Secretary to Mr. Edge  
Water and Sewer  
Main Office

DATE: March 11, 1992

SUBJECT: Regular Agenda/March 17, 1992

\*\*\*\*\*

Please place the following request on the referenced agenda:

Chairman's signature on contract with the Department of the Air Force which will add water and sewer services to the Hurlburt Field Family Housing project located on the Freedom Way Bypass.

CC: Board of County Commissioners  
John Dowd, County Attorney  
Mike Arciola

Attachment



- A. The purpose of this modification is to add water and sewer services to the premises of the Build-to-Lease Family Housing located at Hurlburt Field Florida to subject contract.
- B. This modification is subject to all terms and conditions of the existing contract except as cited herein.
- C. The term of this modification will be for the period starting when each designated housing unit becomes available until termination, at the option of the Government, by written notice to the contractor.
- D. The responsibility for maintenance and the ownership of the lift station, and all water and sewer lines will be assumed by the Okaloosa County Water and Sewer Department after their acceptance of the government furnished finalized drawings.
- E. Measurement of Service at Build-to-Lease Family Housing: All service furnished by the contractor shall be measured by metering equipment of standard manufacture, furnished, installed, maintained, calibrated and read by the contractor.
- F. Payment:
- (1) Contractor shall submit a lump sum monthly invoice with a listing of the meter readings for each of the occupied housing units. The monthly invoice will be sent to 834 CES/DEU, Hurlburt Field, FL 32544-5000 for verification of the accuracy of quantities billed.
  - (2) Payments shall be made by the disbursing officer at Eglin AFB. All payments shall be contingent upon the availability of appropriations.
  - (3) All bills for service shall be payed without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.
- G. Rates and Charges: For water and sewage service furnished under this modification to the service location, the Government shall pay the contractor (Okaloosa County) according to the rates listed in County Ordinance 89-27. These rates will be as Residential Multiple Outlet and/or Multiple Unit with a base charge of \$6.74 for each meter and \$1.35 per each 1000 gallons of water used or sewage created. These rates apply to the 801 Housing at Hurlburt Field and to no other service location. The rates became effective on 1 February 1991 and shall be increased by eight (8%) on 1 February of the years 1993, 1995 and 1997.





DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS AIR FORCE DEVELOPMENT TEST CENTER (AFSC)  
EGLIN AIR FORCE BASE, FLORIDA 32542-5000

REPLY TO

ATTN OF: AFDTC/PKOV-2 (Belva Porter, 882-2304)

28 Jun 91

SUBJECT: Contract F08651-76-D0035, Water & Sewer Service

TO: Okaloosa County Water & Sewer Sys  
PO Box 1567  
Ft Walton Bch FL 32549

1. Forwarded for signature are copies of subject document.
2. It is requested that Blocks 15A, 15B, and 15C be completed by an authorized representative of your company and all the copies returned to this office.
3. Upon receipt of properly signed copies, the Contracting Officer will sign and a duplicate will be forwarded to you.
4. Areas of change are indicated on attached copy. An unmarked copy will be returned with the signed modification.

JOANNE W. RANKIN  
Contracting Officer

1 Atch  
P00013

2. AMENDMENT/MODIFICATION NO. **P00013**

13. EFFECTIVE DATE **91JUL01**

14. REQUISITION/PURCHASE REQ. NO. **FQJTL00010001**

5. PROJECT NO. (If applicable)

6. ISSUED BY **OPERATIONAL CONTRACTING** CODE

**AFDTC/PKO**

**EGLIN AFB FL** CODE

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

**32542-5328**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)

**OKALOOSA COUNTY WATER & SEWER SYS** **008Y015**

**PO BOX 1567**

**10 FIRST AVE**

**FT WALTON BEACH FL** **32549**

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (See item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

**X** **F086517600035**

10B. DATED (See item 13)

**76JAN01**

CODE

FACILITY CODE

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

**NC**

**NET INC .00**

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(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.

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 in pursuant to authority of: **CLAUSE 3 OF TECHNICAL PROVISIONS ENTITLED "CHANGE OF RATES"**

D. Other (Specify type of modification and authority)

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

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**POC: BELVA PORTER**

**PHONE: 904 882-4961**

**SEE SCHEDULE**

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)

**MICHAEL M. MITCHELL, CHAIRMAN**

**OKALOOSA COUNTY COMMISSIONERS**

15B. CONTRACTOR/OFFEROR

*[Signature]*

(Signature of person authorized to sign)

15C. DATE SIGNED

**7/2/01**

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

**JOANNE W. RANKIN**

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

1 July 91

A. The purpose of this modification is to change rates and to up-date information and specifications of subject contract.

B. Revised Utility Services Contract dated 1 July 1991 is attached and made a part thereof.

UTILITY SERVICES CONTRACT

Department of the Air Force

Contract FO8651-76-D-0035

Test Site B-2  
Premises to be served

Field #4  
Area

Eglin AFB  
Base

Florida  
State

FY-74 Military Family Housing Development  
Premises to be served

Poquito Bayou  
City

Okaloosa  
County

Florida  
State

Okaloosa County Water and Sewer System  
Contractor

10 First Avenue, Ft Walton Beach FL 32548  
Contractor's Address

Premises are:      ( X ) Government owned  
                          ( ) Government leased

Name of lessor \_\_\_\_\_ N/A  
Symbol number of lease \_\_\_\_\_ N/A

Estimated annual cost \$78,700 Bills will be rendered to 3200 SPTW/DEEPE  
at Eglin AFB FL 32542. Connection charge \$ None.

Payments will be made by AFDTC/FMFS at Eglin AFB FL 32542

Appropriation Chargeable: (to be cited on miscellaneous obligating documents)

This contract is negotiated pursuant to 10 U.S.C. 2304(a)(10).

THIS CONTRACT is entered into as of 10 September 1975 by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Okaloosa County Government (Okaloosa County Water and Sewer System), whose address is 10 First Avenue, Ft Walton Beach-FL -32548, hereinafter called the Contractor.

I. SCOPE. Subject to the terms and conditions hereinafter set forth, the Contractor shall furnish, and the Government shall purchase and receive, water and sewer services (hereinafter called services) requested by the Government from the Contractor at the premises to be served hereunder (hereinafter called the service locations), in accordance with the General and Technical Provisions and the water and the sewerage service specifications attached hereto and made a part hereof.

II. TERM. This contract shall continue in effect until termination at the option of the Government by the giving of written notice not less than thirty (30) days in advance of the effective date of termination.

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

UNITED STATES OF AMERICA

OKALOOSA COUNTY, FLORIDA

Name of Contractor  
BY Hayward T. Hayes  
Signature

HAYWARD T. HAYES  
Typed Name

Title CHAIRMAN, OKALOOSA COUNTY  
COMMISSION

BY David A. Hulett 10SEP10  
Signature of Contracting Officer & Date

DAVID A HULETT, Captain, USAF  
Typed Name of Contracting Officer

SPECIAL PROVISIONS

1. INVOICING PROCEDURES: Contractor shall submit invoices, in quadruplicate, to 3200 SPTW/DEEPE Eglin AFB FL. Monthly billing is authorized hereunder.

2. CONTRACT CONTENTS: The following documents are attached and made a part of this contract:

1. Utility Service Contract signature page.
2. Special Provisions, page 2\_\_
3. Technical and General Provisions for Utility Service, pages 3--5
4. Index of Additional General Provisions, Page 6
5. Water Service Specifications, Page 7
6. Sewerage Service Specifications, Page 8
7. Annotated Drawing No. 74-2501-93, 8 Nov 74 (Sheet 6 of 6)

## TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE

## I. TECHNICAL PROVISIONS

## 1. MEASUREMENT OF SERVICE.

a. All service furnished by the Contractor shall be measured by metering equipment of standard manufacture, furnished, installed, maintained and calibrated by the Government, and read by the Contractor. In the event that any meter fails to register or registers incorrectly, the quantity of service delivered through it during that period shall be determined and an equitable adjustment based thereon shall be made in the Government's bills (for this purpose any meter which registers not more than two (2) percent 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 contract.

b. The Contractor shall read all meters at periodic intervals of approximately thirty (30) days.

## 2. METER TEST.

The Government, at its expense, shall periodically inspect and test the meters, at intervals of no longer than one year. The Government will notify the Contractor of the specific date when periodic tests will be performed, and contractor representatives are invited to witness such tests. At the written request of the contractor, the Government, in the presence of Contractor representatives, shall test any or all meters. The cost of such tests shall be borne by the Contractor if the percentage of error is found to be not more than two percent (2%) slow or fast. The cost of a test will not exceed \$1,000.00. Should cost of meter tests be the responsibility of the contractor, the contractor shall deduct this amount from the next succeeding billing for services under this contract.

## II. GENERAL PROVISIONS

## 1. PAYMENT.

a. The Contractor shall be paid by the designated disbursing officer for services furnished hereunder as specified.

b. Payments hereunder shall be contingent upon the availability of appropriation therefor, and shall not be made in advance of the service rendered.

c. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

d. 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.



e. 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.

## 2. RATES AND CHARGES.

For water and sewage service furnished under this contract to the service location, the Government shall pay the contractor (Okaloosa County) according to the rates listed in County Ordinance 89-27. These rates will be as Commercial-Single Outlet and/or Single Unit base charge of \$6.74 for each meter and \$1.35 per each 1000 gallons of water used or sewage created. These rates became effective on 1 February 1991 shall be increased by eight (8%) on 1 February of the years 1993, 1995 and 1997.

## 3. CHANGE OF RATES.

a. At the request of either party to this contract with reasonable cause, the rates set forth herein shall 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 Contractor under similar conditions of service.

b. 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.

## 4. CHANGE IN VOLUME OR CHARACTER OF SERVICE.

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

## 5. CONTINUITY OF SERVICE AND CONSUMPTION.

The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable to the Government 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 Contractor. 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.

6. CONTRACTOR'S FACILITIES.

The Contractor, at his expense, shall furnish, install, operate, and maintain all facilities (except Government furnished equipment) required to furnish water and sewerage services hereunder to the points of delivery specified in this contract. Title to all of these facilities shall remain in the Contractor and he shall be responsible for all loss of or damage to those facilities except that arising out of the fault or negligence of the Government, its agents or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation, or maintenance of these facilities, shall be assumed by the Contractor.

7. CONFLICTS.

To the extent of any inconsistency between the provisions of this contract, and the provisions of any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, the provisions of this contract shall control.

SECTION L - INDEX OF GENERAL PROVISIONS

The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulation (ASPR) are attached in full text or incorporated into this contract by reference with the same force and effect as though herein set forth in full. Any clause incorporated by reference herein will be made available upon request to the Contracting Officer.

L-1(a) The following clauses are required:

<u>ASPR Paragraph</u>	<u>Clause Title</u>	<u>Date of Clause</u>
7-103.1	Definitions	1962 Feb
7-103.8	Assignment of Claims	1962 Feb
7-103.12(a)	Disputes	1958 Jan
7-103.16	Contract Work Hours & Safety Standards Act - Overtime Compensation	1971 Nov
7-103.18(a)	Equal Opportunity	1972 Aug
7-103.19	Officials Not to Benefit	1949 Jul
7-103.20	Covenant Against Contingent Fees	1958 Jan
7-104.3	Buy American	1964 May
7-104.15	Examination of Records by Comptroller General	1971 Mar
7-104.16	Gratuities	1952 Mar
7-104.17	Convict Labor	1974 Apr
7-105.1	Alterations in Contract (Attached)	1949 Jul

ASPR 7-105.1 - ALTERATIONS IN CONTRACT (1949 JUL)

The following alterations have been made in the provisions of this contract:

ASPR 7-103.12 - DISPUTES (1958 JAN) - the following subparagraph is added:

(c) The provisions of (a) above shall not apply to disputes which are subject to the jurisdiction of a Federal, State, or other appropriate regulatory body. The provisions of (a) above shall also be subject to the requirements of the law with respect to the rendering of utility services and the collection of regulated rates. (1968 SEP)

WATER SERVICE SPECIFICATIONS

1. SPECIFIC PREMISES TO BE SERVICED. FY-74 Military Family Housing Development, Poquito Bayou, Okaloosa County, Florida and Test Site B-2, Field #4.

2. ESTIMATED SERVICE:

a. Estimated daily maximum demand:

(1) Domestic: 150 units x 3 people/unit x 150 gal/day/person x 1.5 capacity factor = 101,250 gal/day.

(2) Irrigation: 150 units x 1/8 acre/unit x 1,805,876 gal/acre/yr / 365 days/yr = 92,767 gal/day

Total Daily Maximum Demand = 194,017 gal/day

b. Fire-protection : Continuous supply for any 1 hour peroid.

= 750 gal/min + 1/2 x [(101,250 gal/day + 92,767 gal/day) / (24 hr/day x 60 min/hr)]  
= 873 gal/min

c. Estimated Annual Consumption: 194,017 gal/day x 365 days/yr = 70,816,205 gal/yr (The Government is in no way obligated to use the above estimited amount, nor in the case of demands for fire or other adverse conditions, is the Government restricted to the above estimate.

3. POINT OF DELIVERY. The point of delivery of water shall be as shown on annotated Drawing NO. 74-2501-93, 8 Nov 74 (Sheet 6 of 6), attached and made a part hereof.

4. DESCRIPTION OF WATER SERVICE. The Contractor shall have 2,000 gallons per minute of water continuously available at the point of delivery at a pressure of not less than 10 pounds per square inch gauge.

5. QUALITY OF WATER. The contractor shall supply clear, potable water safe for human consumption in accourance with standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

6. METERING AND BILLING. Water shall be measured by one Government-furnished meter.

7. SIZE OF CONTRACTOR'S PIPELINE TO POINT OF DELIVERY 10 INCHES DIAMETER.

8. ALTERATIONS AND ADDITIONS. None.

SEWERAGE SERVICE SPECIFICATIONS

1. SPECIFIC PREMISES TO BE SERVED FY-74 Military Family Housing Development, Poquito Bayou, Okaloosa County, Florida, and Test Site B-2 at Field #4 .
2. ESTIMATED SERVICE: 101,250 GPD  
• Estimated annual volume: 36,956,250 GPYr  
(The Government is in no way obligated to delivery nor is it restricted to the above estimate).
3. SERVICE TO BE RENDERED. The Government shall furnish all materials, equipment and labor (including a magnetic flow meter for measurement) to accomplish connection, and the Contractor shall furnish a sanitary sewer connection and sanitary sewerage service as required by the Government and shall receive, carry, treat and dispose of all sanitary sewage originating at the project 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, and regulations promulgated by Federal, state and local authorities.
4. POINT OF DELIVERY. The sewage shall be delivered to the Contractor by the Government at Contractor's existing 8" sanitary force main as pin-pointed on annotated Drawing No. 74-2501-93, 8 Nov 74, (Sheet 6 of 6), attached and made part hereof. (Construction drawings depicting exact point of delivery and meter location will be furnished under separate cover.)
5. METERING AND BILLING. Sewage shall be measured by one Government-furnished magnetic flow meter.
6. SIZE OF SEWER TO POINT OF DELIVERY 8 INCHES DIAMETER.
7. ALTERATIONS AND ADDITIONS. None.