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*Gerald J. Petros*  
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February 25, 2009

**VIA ELECTRONIC AND REGULAR MAIL**

Luly Massaro, Clerk  
Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

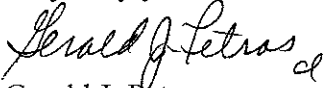
**Re: Newport Water - Docket No. 4025**

Dear Ms. Massaro:

I enclose for filing an original and nine copies of the following:

1. Portsmouth Water and Fire District's Responses to NWD Data Requests, Set 1;  
and
2. Data Requests of Portsmouth Water and Fire District Second Set.

Very truly yours,

  
Gerald J. Petros

cc: RIPUC Service List (electronically only)

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**CITY OF NEWPORT – WATER DEPARTMENT**  
**Docket No. 4025**  
**Portsmouth Water and Fire District**  
**Responses to NWD Data Requests**  
**Set 1**

**NWD 1-1:** Does the Portsmouth Water and Fire District (PWFD) sell water to the Navy?

**Response:** Yes, PWFD has been selling water to the Navy for its *Melville Area North* service area on a temporary, emergency basis since September 29, 2006, at the Navy's request.

**Prepared by:** William McGlinn

**CITY OF NEWPORT – WATER DEPARTMENT**  
**Docket No. 4025**  
**Portsmouth Water and Fire District**  
**Responses to NWD Data Requests**  
**Set 1**

- NWD 1-2:** If the answer to request number one is in the affirmative, please provide the following information:
- a) How much water has PWFD sold to the Navy in FY 04, FY 05, FY 06, FY 07, FY 08, and FY 09?
  - b) How much has PWFD charged the Navy in each of the fiscal years in subsection (a)?
  - c) How much money has PWFD collected from the Navy in each of the fiscal years in subsection (a)?
  - d) How the amount charged to the Navy in each of the fiscal years in subsection (a) was determined?

**Response:** PWFD's fiscal year ends April 30. It is assumed that NWD is requesting this data based on NWD's fiscal year ending June 30, which is how the responses have been provided.

- a) FY-04 - 0 Gallons  
FY-05 - 0 Gallons  
FY-06 - 0 Gallons  
FY-07 - 12,644,000 Gallons – from September 29, 2006  
FY-08 - 11,449,000 Gallons  
FY-09 - 4,950,000 Gallons - through January 2, 2009
- b) FY-04 - Not applicable  
FY-05 - Not applicable  
FY-06 - Not applicable  
FY-07 - \$4.28 per thousand gallons  
FY-08 - \$4.59 per thousand gallons  
FY-09 - \$4.73 per thousand gallons
- c) FY-04 - Not applicable  
FY-05 - Not applicable  
FY-06 - Not applicable  
FY-07 - \$54,845.48  
FY-08 - \$53,000.83  
FY-09 - \$23,812.72 through January 2, 2009
- d) The amount charged for each fiscal year was determined based on the water rates in effect and the quarterly meter readings for the master meter on the temporary, emergency service to the Navy

**CITY OF NEWPORT – WATER DEPARTMENT**

**Docket No. 4025**

**Portsmouth Water and Fire District**

**Responses to NWD Data Requests**

**Set 1**

**NWD 1-3:** Does PWFD plan to continue selling water to the Navy in the future? If the answer is in the affirmative, please provide an estimate of the amount of water PWFD plans to sell to the Navy in the next five fiscal years beginning with FY 10.

**Response:** Yes, until such time that the Navy completes construction and activation of its new, replacement water storage tank and pumping system for *Melville Area North* and no longer needs the temporary, emergency service from PWFD. Based on the Navy's latest schedule that was provided to PWFD their replacement tank and pumping station will be completed in August 2009.

FY-10 -	2,300,000 Gallons through August 2009
FY-11 -	0 Gallons
FY-12 -	0 Gallons
FY-13 -	0 Gallons
FY-14 -	0 Gallons

**Prepared by:** William McGlenn

**CITY OF NEWPORT – WATER DEPARTMENT**

**Docket No. 4025**

**Portsmouth Water and Fire District**

**Responses to NWD Data Requests**

**Set 1**

**NWD 1-4:** Please provide any agreements or contracts between PWFD and the Navy that specify the terms under which PWFD sells water to the Navy?

**Response:** A copy of the agreement between PWFD and the Navy is attached.

**Prepared by:** William McGlenn

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   11
2. CONTRACT (Proc. Inst. Ident.) NO. NA7470-06-C-7204		3. EFFECTIVE DATE 15 Aug 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278		CODE N52470	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) PORTSMOUTH WATER & FIRE DISTRICT P O BOX 99 PORTSMOUTH RI 02871-0099			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT
CODE 4H3Z2			FACILITY CODE		10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  ITEM <b>Block 5</b>
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE - 1837 MORRIS STREET SUITE 1401 NORFOLK VA 23511-3431		CODE N68732
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(e)( ) [ ] 41 U.S.C. 253(e)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$159,000.00 EST</b>
<b>16. TABLE OF CONTENTS</b>					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	1 - 2	X I	CONTRACT CLAUSES	7 - 11
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	4	J	LIST OF ATTACHMENTS	
	D PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
	E INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	5 - 6	M	EVALUATION FACTORS FOR AWARD	
	H SPECIAL CONTRACT REQUIREMENTS				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18 [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N62470-06-R-7204 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) <b>RONALD L. MOLLEUR</b>			20A. NAME AND TITLE OF CONTRACTING OFFICER <b>BARBARA T. SHULL</b> TEL: 757 322 4088 EMAIL: Barbara.T.Shull@navy.mil		
19B. NAME OF CONTRACTOR <b>BY Ronald L. Moller</b> (Signature of person authorized to sign)		19C. DATE SIGNED <b>8-15-06</b>	20B. UNITED STATES OF AMERICA <b>Barbara T. Shull</b> (Signature of Contracting Officer)		20C. DATE SIGNED <b>8-15-06</b>

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Section A - Solicitation/Contract Form

CONTINUATION PAGE

Exhibit A, Emergency Water Supply Agreement attached hereto, sets forth the reasons for entering into this contract at the rates and charges shown in Exhibit B, PWFY-07 Budget, Schedule of Rates and Charges, dated May 1, 2006 to April 30, 2007. The type of contract contemplated for this award is for temporary utility water service. The Davis Bacon Act is not applicable to this contract, as construction work provided is incidental to the furnishing of services or to a simple installation in a public work.

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	\$94,000.00	\$94,000.00 NTE

Temporary Emergency Water Service  
 FFP  
 Connection Charge  
 Melville Area North, Naval Station Newport, RI  
 FOB: Destination

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NET AMT	\$94,000.00
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ACRN AA	\$94,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.	\$65,000.00	\$65,000.00 EST

Water Service  
 FFP  
 Melville Area North, Naval Station Newport, RI  
 Various appropriations ultimately chargeable as indicated on bills and/or inspection reports  
 FOB: Destination

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NET AMT	\$65,000.00 (EST.)
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*RZM*



Section C - Descriptions and Specifications

WATER SERVICE SPECIFICATIONS

- 1. **Premises to be Served:** Naval Station Newport  
 66 West Main Road  
 Portsmouth, Rhode Island  
 North Melville Housing  
 Rainbow Heights Housing  
 Portsmouth School\*  
 Portsmouth Campground\*

\* Town of Portsmouth activities

- 2. **Estimated Service Requirements:**

**Estimated Annual Consumption:** 15,330 KGals  
**Estimated Daily Average Demand:** 42 K Gals/day  
**Estimated Peak Demand:** 60 K Gal/day

(The Government is in no way obligated to deliver nor is it restricted to the above noted estimates)

- 3. **Description of Water Service:** This service connection is a temporary, emergency connection to allow the Naval Station Newport (NSN) to rectify environmental and structural integrity issues of the Navy's water tank serving this isolated area of the NSN as well as Portsmouth's Melville School and Portsmouth Campground. On an emergency, temporary basis, PWFD has agreed to provide municipal water supply to the Melville North Area connection.
- 4. **Point of Delivery:** Initially shall be the new concrete pad location designated at 66 West Main Road.
- 5. **Metering and Billing:** Water shall be measured by a meter (6") of standard manufacture, which will be owned and maintained by PWFD. Billing for service will be in accordance with the standards set by the Portsmouth Water and Fire District Administrative Board and its Charter: Policy, Procedures and Requirements. Quarterly invoices/billings for Temporary Water Service shall be sent to NAVFAC-Naval Station Newport, Code N321, 1 Simonpietri Drive, Newport, RI ~~02144~~, identified in Section B as CLIN 0002. 02841
- 6. **Rate Schedule:** The PWFD top tier residential rate, plus scheduled service charges as are set forth in Portsmouth Water and Fire District self regulated published rates (see Exhibit B), until duly changed or modified.
- 7. **Estimated annual Costs:** \$ 65,000.00 (includes Service cost per 6" meter charges)
- 8. **Estimated Connection Charge:** \$94,000.00 (includes tapping fee, meter installation, service line inspection, line construction to Navy property and associated engineering expenses, attorneys' fees, and in-house staff services provided in aid of negotiating, evaluating and/or installing and/or inspecting of said water supply connection and other reasonable related expenses, etc).

*RJM*

Section G - Contract Administration Data

SUBMISSION OF INVOICES

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) ALTERNATE I

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form SF 26-Block 10.
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR),DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
  - \* a separate invoice for each activity designated to receive the supplies or services.
  - \* a consolidated invoice covering all shipments delivered under an individual order.
  - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.
- (g) Submit invoices monthly to the Government representative named in the contract for approval of hours actually expended.
  - \* Check applicable procedure

G.1  
Contract Administration.

Upon completion of metering and installation, the invoice for the one-time connection charge shall be sent to Commander, NAVFAC Atlantic, Code ACQ12BTS, 6506 Hampton Blvd, Norfolk, Virginia 23508-1278. Invoices will be paid for actual costs supported by documentation, not-to exceed the estimated connection charge.

ACCOUNTING AND APPROPRIATION DATA

AA: 97 XXXX4930 NE1A 000 77777 0 040085 2F 000000  
COST CODE: 08506RCR7023  
AMOUNT: \$94,000.00  
CIN 00000000000000000000000000000000: \$94,000.00

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

- a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding

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upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

   3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

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## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

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252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.233-1 DISPUTES. (JUL 2002)

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

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

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(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

#### 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

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(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30-days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

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**EXHIBIT 'A'**

**EMERGENCY WATER SUPPLY AGREEMENT**

This contract is made and entered into this 15<sup>th</sup> day of AUGUST, 2006 by and between the United States of America, acting through Naval Facilities Engineering Command, Atlantic (hereafter referred to as the "Government" and the Portsmouth Water and Fire District (PWFD), a quasi-municipal corporation created by statutory grant under the General Laws of Rhode Island.

**RECITALS**

**WHEREAS**, the **Government** has determined that the existing Melville water tower should be taken out of service and removed as soon as practicable for the following reasons:

- a) The water tower represents a lead paint health hazard for the surrounding area;
- b) The water tower has substantially diminished structural integrity, such that repair is impractical and inadvisable;
- c) The current water tower is of insufficient size to provide adequate water supply or fire protection for the area it is intended to service;

**WHEREAS**, the **Government** has requested PWFD to provide a temporary emergency water supply until a permanent solution can be implemented by the **Government**;

**WHEREAS**, the parties agree that the water service is being provided to temporarily address an emergency that the **Government** can not readily or reasonably address through any other source available;

**WHEREAS**, the parties understand that Newport Water Department (Newport) is PWFD's only water supply source, and that PWFD does not have a contract with Newport;

**WHEREAS**, PWFD cannot guarantee or give assurance regarding the volume or pressure of water available to PWFD from Newport Water Department;

**WHEREAS**, PWFD cannot guarantee the volume or pressure of water that will be available to the **Government** from PWFD;

**WHEREAS**, both parties understand and acknowledge that PWFD does not have the hydraulic capacity to provide water supply to the **Government** on a long term or permanent basis;

**WHEREAS**, both parties understand and agree that PWFD's primary responsibility is to the health and safety of its current customer base and service area, and that PWFD will not provide service to the **Government** that significantly impairs PWFD's primary responsibility;

**WHEREAS**, both parties understand and acknowledge that PWFD does not treat the water it receives from Newport Water Department and is therefore not responsible for its water quality, and that the water that PWFD currently receives has significant water quality issues, such as lead and TTHMs that exceed EPA MCLs;

**NOW THEREFORE**, in consideration of the covenants, conditions and agreements herein made, the parties agree as hereafter provided.

**PURPOSE:** The purpose of this agreement is to provide the Government with temporary, emergency water service, for the locations, only for the period, at the rates and subject to all conditions hereafter set forth.

Subject to the conditions hereafter set forth, PWFD shall provide a supply of water to the Government at a location determined by the parties hereto.

**TERM:** The termination of this agreement shall be the sooner of March 1, 2008, or at such time as the Government implements a replacement source for such supply. In the event that a replacement supply is not in place on or before March 1, 2008, then the Government may request extension of this agreement for a period not to exceed 1 year, such request to be subject to compliance with all of the conditions hereafter set forth as determined by the PWFD Administrative Board and documentation that permanent solution is being pursued.

**COST:**

**WATER RATES.** The water supplied hereunder, as determined by the master meter, shall be billed and paid by the Government at PWFD published highest retail rate (currently \$4.28/1,000 gallons) as determined by the PWFD Administrative Board. Notice of rate changes shall be sent to the Government at least 30 days prior to implementing such new rate. Billings shall be sent quarterly for the prior period's usage. All payments due hereunder shall be paid within 30 days of the bill date.

**SYSTEM MAINTENANCE AND EMERGENCY REPAIRS.** The Government, in addition to paying the cost of water billed, shall also pay to PWFD the cost of any emergency repairs, or other repairs to the connection or line, while owned by PWFD, necessary to ensure continued service. Any such charge for maintenance and/or repair shall be subject to review by the Government for reasonableness of cost for services provided and parts supplied.

**CONNECTION CHARGE.** As additional cost hereunder, the Government shall also pay a Connection Charge, which shall include PWFD's costs for furnishing and installing the new connection facilities and the cost of the meter and its installation hereunder. The estimated Connection Charge of \$94,000.00, and the associated costs are detailed in Exhibit B, and are based, in part on the PWFD FY-07 Budget Schedule of Rates and Charges. The Connection Charge shall be subject to review by the Government for reasonableness of the costs for each such service

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and/or materials or products provided. Permitted costs charged as Connection Charge and/or the SYSTEM MAINTENANCE AND EMERGENCY REPAIRS charges may include all of those charges as applicable, as set forth in the PWFY-07 Budget Schedule of Rates and Charges attached hereto, as hereafter updated.

The estimated connection charge is \$94,000.00, as detailed in the attached Exhibit C. Such charges shall be subject to review by the Government for reasonableness of the charges for each such service and/or goods provided hereunder.

**SERVICE AREA:** Water Service provided hereunder is limited to the following areas currently served by the Government's Melville water tower:

- Melville School
- Melville/Navy Housing
- Melville Campgrounds
- Rainbow Heights

and shall hereinafter be referred to as Melville North Area.

**CONDITIONS:**

**A. Conditions Precedent.**

1. Newport approval. The Government shall obtain approval from the Newport City Council of this contract prior to implementation of the connection and service.
2. Ability to Serve. Prior to implementation of the connection and service hereunder contemplated, PWFY may perform an engineering analysis to determine its ability to provide sufficient flow pressure and volume at the point of connection.
3. Material and construction standards. The Government agrees that all materials, appliances, equipment and installation requirements used in the connection hereunder contemplated shall conform to the Rules and Regulations of the PWFY (attached hereto and incorporated herein).

**B. Conditions Subsequent.**

1. Leak Detection. The Government agrees to perform a comprehensive leak detection survey (using survey methods acceptable to PWFY) of the Melville North Area through which the water provided hereunder passes:
  - a) within 30 days following the date the service connection is made; and

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- b) as well as on an annual basis during the term of this Agreement.

Results of the leak detection surveys shall be forwarded to PWFD within 14 days of the completion of such surveys.

The new line will become part of the Melville North Area after Government acceptance.

2. Leak Repair. The Government agrees to repair all leaks identified in such survey, or as may come to the Government's attention otherwise, within 36 hours of discovery or notice of same.

3. Backflow Valve. The Government shall install two reduced pressure zone backflow preventers (RPZs) in a manner acceptable to PWFD. Further, the Government shall make an initial test of said RPZ(s), and semi-annually test said RPZ(s), to ensure their proper operation, and shall provide a copy of such test report to PWFD within 14 days of the test completion.

4. The Government shall perform regular EPA/RIDOH required water quality tests for the service area. Any violations of EPA/RIDOH water quality standards found shall be addressed forthwith. All test results shall be provided to PWFD within 5 days of test completion.

5. The Government shall proceed forthwith to evaluate, design and construct a permanent water supply solution, in place of PWFD's temporary, emergency water supply connection, to replace the failing water tower. The Government agrees to provide monthly written progress reports with backup documentation regarding the replacement, as well as a contact person.

6. The Government agrees to add three new hydrants, one in the south parking lot area of Melville School, one along Bradford Avenue near the west end of Melville School, and a hydrant to replace the hydrant on the easterly side of Melville School.

### C. General Conditions.

1. The Government shall provide all maintenance and repair of the facilities connection within the Navy property perimeter, with the exception of the meter, which meter shall be owned, operated and maintained by PWFD. However, the cost of the meter, installation, repair and maintenance of same shall be borne by the Government as part of the "connection fee" herein provided.

2. The Government agrees to use its best efforts to obtain permission to own and operate the water supply connection line herein provided for. After securing the permit/easement/or use agreement to maintain the water main connection in West Main Road, a RI state highway, the Government shall own the connections and appliances installed for the connection from the PWFD water main, except for the tapping valve and water meter used in connection herewith. Until such time as that occurs, the connection shall be owned and operated by the PWFD.

D. OWNERSHIP AND MAINTENANCE. Subject to the following provisions, the Navy agrees to accept ownership of and maintenance responsibility for the required water line:

1) The execution of a mutually acceptable real estate agreement that provides access or assign rights to the property and grants the Navy an interest sufficient to cover ownership and maintenance/repair/replacement of the lines installed by PWFD;

2) The Navy's satisfactory inspection and acceptance of the line installed by PWFD;

3) PWFD transfer of ownership of the line to the Navy, which will be at no additional cost beyond that outlined in the Connection Charge.

It is mutually understood and agreed that PWFD will retain ownership of and maintenance responsibility for the line until the above referenced provisions are satisfied.

3. The installation, operation and maintenance of all facilities installed for the connection shall be in accordance with the Rules & Regulations of the PWFD.

#### SERVICE INTERRUPTION:

If any of the following events occurs, PWFD may interrupt service until the problem has been corrected:

- if a significant leak is not corrected within 36 hours of discovery;
- water availability is impaired to the point where it puts PWFD's system at significant jeopardy as determined by PWFD Administrative Board;
- PWFD system capabilities are substantially impaired such that continued service to the Government is not possible or advisable as determined by PWFD Administrative Board;

- if an RPZ leaks or fails a test and is not repaired within 72 hrs; or
- if at least one RPZ is not fully functional.

#### SUPPLY CONDITIONS:

**WATER QUALITY** - PWFD does not retreat the water it receives from Newport Water Department. The most recent test results show that the water received from Newport Water Department exceeds EPA MCLs. Accordingly, PWFD cannot warrant the quality of the water that it provides under this agreement. PWFD does warrant that PWFD will address any quality issues that arise within PWFD's reasonable control during the term hereof, for the benefit of the Government and PWFD's customers, generally.

**WATER VOLUME AND PRESSURE** - PWFD does not currently have a contract with Newport Water Department or the City of Newport. Accordingly, PWFD cannot guarantee service under this contract at any volume or pressure levels. However, the Government's engineer (The Maguire Group) has determined that, under normal conditions, PWFD can deliver the volume and pressure necessary to service the intended area with both domestic water use and fire protection. PWFD agrees to provide such service to the extent that system capability permits, and to provide such level of service as it provides to its current customer base and area, so long as service of the Government does not threaten or significantly impair PWFD's obligation to its own customer base and/or area.

#### TERMINATION:

**Termination Date** - Unless further extended by agreement of the parties hereto, if not sooner terminated, this contract and the water supply provided pursuant to this agreement shall terminate on 3/1/08.

#### EVENTS PERMITTING EARLY TERMINATION:

- water availability from Newport is insufficient to provide both water supply and fire protection to PWFD's service area;
- PWFD system capability is insufficient to provide both water supply and fire protection to PWFD's current service area;

- a determination is made that the rates, or other operation of PWFD, is subject to regulation by RI PUC because of this agreement or the service provided hereunder;
- failure of the Government to comply with the conditions herein set forth, SUBJECT TO A THIRTY (30) DAY RIGHT TO CURE upon written notice to the Contracting Officer;
- the Government ceases to be a "Public Water Supplier" as determined by RIDOH or EPA;
- at any time at the election of the Government.

**DISPUTES:**

**The parties hereto agree that this Emergency Water Supply Agreement is subject to the Contract Disputes Act of 1978, as amended, 41 U.S.C. Sections 601-613.**

**EXHIBIT 'B'**

**PWFD FY-07 BUDGET  
SCHEDULE OF RATES AND CHARGES  
MAY 1, 2006 to APRIL 30, 2007  
Approved: April 4, 2008  
Revised: July 18, 2006**

**WATER SALES:** Billed in Thousands of Gallons

Minimum Usage Charge	\$2.49	per 1000 gallons
21k to 60k Usage	\$2.93	per 1000 gallons
61k to 100k	\$3.73	per 1000 gallons
Over 100k	\$4.28	per 1000 gallons
Open Space Interruptible Over 60k	\$3.28	per 1000 gallons
Truck Fillup, Flushing and Leakage	\$4.96	per 1000 gallons
RI Drinking Water Protection Act Surcharge	\$0.292	per 1000 gallons

**SERVICE CHARGES:** Based on meter size and type

**YEARLY CUSTOMERS**

5/8" - D	\$20	2" - T/D	\$64	2" - C	\$150
3/4" - D	\$25	3" - T/D	\$85	3" - C	\$190
1" - D	\$35	4" - T/D	\$135	4" - C	\$270
1-1/2" - D	\$50	6" - T	\$215	6" - C	\$415

**QUARTERLY CUSTOMERS**

5/8" - D	\$12.50	2" - T/D	\$23.50	2" - C	\$45.00
3/4" - D	\$13.75	3" - T/D	\$28.75	3" - C	\$55.00
1" - D	\$16.25	4" - T/D	\$41.25	4" - C	\$75.00
1-1/2" - D	\$20.00			6" - C	\$111.25

D = Disk      T = Turbine      C = Compound

**WATER SERVICE INSTALLATIONS:**

**Curbstop Installation Fee:** All costs at posted billable rates, plus tapping fee and, if required missile fee. Down Payment required: \$1,000 for same side curb stop with main in shoulder, \$1,800 for same side curb stop with main under pavement, and \$2,500 for opposite side curb stop. Additional deposit may be required for state roads and certain town roads as determined by the District. An Inspection and Administration fee of \$260 plus \$50 per hour for each hour over four hours is assessed for each curb stop installation.

Tapping Fee - up to 1-1/2"	\$50	Tapping Fee - 2" and up	At cost
Missile Fee - per day	\$150		
Missile Rental Fee - per day	\$300	plus manpower at posted rates	

**Meter Installation and Service Line Inspection Fee:**

5/8" - D	\$215	2" - T	\$690	2" - C	\$1,520
3/4" - D	\$235	3" - T/D	\$935	3" - C	\$1,895
1" - D	\$280	4" - T/D	\$1,465	4" - C	\$2,830
1-1/2" - D	\$505	6" - T/D	\$2,225	6" - C	\$7,800
2" - D	\$665			6" - P	\$7,073

**HYDRANT RENTAL:**

Town:	\$256 ea.
Agricultural:	\$75 ea.

**PRIVATE FIRE SERVICE CHARGE:**

6" - \$256 OR SMALLER	8" - \$549	10" - \$988
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**MISCELLANEOUS CHARGES:**

Late charge on unpaid water bills	\$2.00	ea. month
Interest on delinquent accounts	1.0%	per month
Materials	Cost	plus 25% mark-up
Legal Service Rate	\$140.00	per hour
Legal Bonds and Easements	\$100.00	each
Engineer Staff Rate	\$100.00	per hour
Maintenance Staff Rate	\$50.00	per hour
Maintenance Overtime Rate	\$60.00	per hour
Install/Remove summer meters	\$50.00	
Install/Remove hydrant meters	\$50.00	
Meter testing	\$50.00	
Repair or replace damaged meters	\$50.00	plus parts
Shut off notice - posted on water bill	\$3.00	
Shut off notice - posted at property 3 days prior to shut off date	\$22.00	
Shut off preparation - unpaid prior to shut off date	\$60.00	
Shut off charge	\$50.00	
Reinstatement charge	\$50.00	
Truck fillup service charge	\$50.00	plus water
Service charge	\$50.00	per hour
Returned check fee	\$15.00	per check
Fire Flow Test	\$300.00	each

~~PROPERTY TAX RATE: \$0.16 per \$1,000 of assessed value~~

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EXHIBIT 'C'

PORTSMOUTH WATER AND FIRE DISTRICT  
TEMPORARY, EMERGENCY WATER SERVICE TO NAVY  
ESTIMATE OF COSTS  
AUGUST 4, 2006

ITEM	DESCRIPTION	\$
	CONSTRUCTION	
1	Constuction (Subcontractors)	46,553
2	Materials - Water Works	10,763
3	PWFD Maintenance Staff	6,720
4	Meter Fee - 6-inch Compound	9,360
	ADMINISTRATION AND ENGINEERING	
5	Maintenance Staff	1,800
6	General Manager	7,080
7	Legal	11,275
	TOTAL ESTIMATE	93,551

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: J  
 2. AMENDMENT/MODIFICATION NO: P00001  
 3. EFFECTIVE DATE: 01-Jul-2007  
 4. REQUISITION/PURCHASE ORD. NO.  
 5. PROJECT NO. (if applicable)

6. ISSUED BY: CODE: N82470  
 COMMANDER NAVFAC ATLANTIC  
 4308 HAMPTON BLVD  
 NORFOLK VA 23506-1278  
 7. ADMINISTERED BY (if other than item 6): CODE:  
**See Item 6**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 PORTSMOUTH WATER & FIRE DISTRICT  
 900 W. 22  
 PORTSMOUTH NH 02871-1099  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO.  
 N82470-08-C-7204  
 10B. DATED (SEE ITEM 13)  
 X 15-Aug-2006

CODE: 4-322 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.  
 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 item 9 and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of bids after submittal;  
 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 52.241-7, Change in Rates.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible)  
 Modification Contract Number: htspruill072893  
 REASON FOR MODIFICATION: This no cost modification is issued to incorporate PMPD FY08 Budget, Schedule of Rates and Charges, attached hereto. The new schedule of rates and charges supersedes the PMPD FY07 Budget, Schedule of Rates and Charges, and is applied to usage commencing 1 July 2007.  
 All remaining contract terms and conditions are unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print): Ronald L. Mollieur, Moderator  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Barbara T. Spruill / Contract Specialist  
 tel: (757) 322-4083 e: barbara.t.spruill@navy.mil

15B. CONTRACTOR/OFFEROR: *Ronald L. Mollieur*  
 15C. DATE SIGNED: 7-17-07  
 16B. DATE OF CONTRACT SIGNATURE: *Barbara T. Spruill*  
 16C. DATE SIGNED: 7/19/07

EXCEPTION TO EF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

**PWFD FY. 08 BUDGET**  
**SCHEDULE OF RATES AND CHARGES**  
 MAY 1, 2007 to APRIL 30, 2008  
 Approved: April 4, 2007  
 Revised: May 1, 2007

**WATER SALES:** Billed in Thousands of Gallons

Minimum Usage Charge	\$2.80 per 1000 gallons
21k to 80k Usage	\$3.24 per 1000 gallons
81k to 100k	\$4.04 per 1000 gallons
Over 100k	\$4.59 per 1000 gallons
Open Gasos Interchangeable Over 60k	\$3.59 per 1000 gallons
Truck Fill-up, Flushing and Leaks	\$8.24 per 1000 gallons
Drinking Water Protection Act Surcharge	\$0.292 per 1000 gallons

**SERVICE CHARGES:** Based on meter size and type

**YEARLY CUSTOMERS**

3/8" - D	\$25	2" - T/D	\$64	2" - C	\$150
3/4" - D	\$28	2" - T/D	\$68	3" - C	\$190
1" - D	\$36	4" - T/D	\$136	4" - C	\$270
1-1/2" - D	\$50	6" - T	\$215	6" - C	\$415

**QUARTERLY CUSTOMERS**

3/8" - D	\$12.50	2" - T/D	\$28.00	2" - C	\$45.00
3/4" - D	\$13.75	2" - T/D	\$28.75	3" - C	\$55.00
1" - D	\$16.25	4" - T/D	\$41.25	4" - C	\$75.00
1-1/2" - D	\$20.00			6" - C	\$111.25

D = Dial      T = Turbine      C = Compound

**WATER SERVICE INSTALLATIONS:**

**Curb Stop Installation Fee:** All costs at posted utility rates, DWS labeling fee and, if required, mobile fee. Down Payment required: \$1,200 for same side curb stop with main in shoulder, \$2,000 for same side curb stop with main under pavement, and \$2,700 for opposite side curb stop. Additional deposit may be required for state roads and certain town roads as determined by the District. An inspection and Administration fee of \$440 plus \$80 per hour for Maintenance Staff for each hour over four hours is assessed for each curb stop installation.

Tapping Fee - up to 1-1/2"	\$50	Tapping 4" - 2" and up	At cost
Waste Fee - per day	\$225		
Missile Route Fee - per day	\$200	plus manpower at posted rates	

**Water Installation and Service Line Inspector Fee**

3/8" - D	\$200	2" - T	\$660	2" - C	\$1,320
3/4" - D	\$270	3" - T/D	\$635	3" - C	\$1,685
1" - D	\$325	4" - T/D	\$1,465	4" - C	\$2,830
1-1/2" - D	\$405	6" - T/D	\$2,225	6" - C	\$7,800
2" - C	\$655			8" - P	\$7,075

**HYDRANT RENTAL:**

Town:	\$257 ea.
Agricultural:	\$75 ea.

<b>PRIVATE FIRE SERVICE CHARGE:</b>	5" - \$357 per month	6" - \$646	10" - \$888
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**MISCELLANEOUS CHARGES:**

Late charge on unpaid water bills	\$2.00 ea. month
Interest on delinquent accounts	1.7% per month
Mainline	Cost plus 25% mark-up
Legal Service Rate	\$150 / (\$150) (change 01/01/05)
Legal Roads and Easements	\$126.00
Engineering Staff Rate	\$100.00
Maintenance Staff Rate	\$90.00 per hour
Maintenance Overtime Rate	\$76.00 per hour
Maintenance Call-in Rate (3 Hour Minimum)	\$135.00 per call-in
Install/Remove summer meters	\$80.00
Install/Remove hydrant meters	\$80.00
Minor testing	\$80.00
Repair or replace damaged meters	\$80.00 plus parts
Shut off notice - posted on water bill	\$2.00
Shut off notice - posted at property 2 days prior to shut off date	\$22.00
Shut off preparation - unpaid prior to shut off date	\$90.00
Shut off charge	\$80.00
Restatement charge	\$80.00
Truck fill-up service charge	\$80.00 plus water
Service charges	\$80.00 per hour
Returned check fee	\$25.00 per check
Fire Flow Test	\$425.00 each

**PROPERTY TAX RATE: N/A**

\$0.16 per \$1,000 of assessed value

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
	01-Jul-2007				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
COMMANDER NAVFAC ATLANTIC 8508 HAMPTON BLVD NORFOLK VA 23508-1278	N62470	See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
PORTSMOUTH WATER & FIRE DISTRICT P O BOX 99 PORTSMOUTH RI 02871-0099					
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N62470-06-C-7204		
			X 10B. DATED (SEE ITEM 13) 15-Aug-2006		
CODE 4H3Z2	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 52.241-7, Change in Rates					
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>2</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: btspru#072883 REASON FOR MODIFICATION: This no cost modification is issued to incorporate PWFY08 Budget, Schedule of Rates and Charges, attached hereto. The new schedule of rates and charges supercedes the PWFY07 Budget, Schedule of Rates and Charges, and is applied to usage commencing 1 July 2007. All remaining contract terms and conditions are unchanged.					
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)		
Ronald L. Molleur, Moderator			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
<i>Ronald L. Molleur</i> (Signature of person authorized to sign)	7-17-07	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

PWFD FY-08 BUDGET  
 SCHEDULE OF RATES AND CHARGES  
 MAY 1, 2007 to APRIL 30, 2008  
 Approved: April 3, 2007  
 Revised: May 1, 2007

**WATER SALES:** Billed in Thousands of Gallons

Minimum Usage Charge	\$2.80	per 1000 gallons
21k to 60k Usage	\$3.24	per 1000 gallons
61k to 100k	\$4.04	per 1000 gallons
Over 100k	\$4.59	per 1000 gallons
Open Space Interruptible Over 60k	\$3.59	per 1000 gallons
Truck Fill-up, Flushing and Leakage	\$5.29	per 1000 gallons
Drinking Water Protection Act Surcharge	\$0.292	per 1000 gallons

**SERVICE CHARGES:** Based on meter size and type

YEARLY CUSTOMERS

5/8" - D	\$20	2" - T/D	\$64	2" - C	\$150
3/4" - D	\$25	3" - T/D	\$85	3" - C	\$190
1" - D	\$35	4" - T/D	\$135	4" - C	\$270
1-1/2" - D	\$50	6" - T	\$215	6" - C	\$415

QUARTERLY CUSTOMERS

5/8" - D	\$12.50	2" - T/D	\$23.50	2" - C	\$45.00
3/4" - D	\$13.75	3" - T/D	\$28.75	3" - C	\$55.00
1" - D	\$16.25	4" - T/D	\$41.25	4" - C	\$75.00
1-1/2" - D	\$20.00			6" - C	\$111.25

D = Disk          T = Turbine          C = Compound

**WATER SERVICE INSTALLATIONS:**

Curb Stop Installation Fee: All costs at posted billable rates, plus tapping fee and, if required missile fee. Down Payment required: \$1,200 for same side curb stop with main in shoulder, \$2,000 for same side curb stop with main under pavement, and \$2,700 for opposite side curb stop. Additional deposit may be required for state roads and certain town roads as determined by the District. An Inspection and Administration fee of \$440 plus \$60 per hour for Maintenance Staff for each hour over four hours is assessed for each curb stop installation.

Tapping Fee - up to 1-1/2"	\$50	Tapping Fee - 2" and up	At cost
Missile Fee - per day	\$225		
Missile Rental Fee - per day	\$300	plus manpower at posted rates	

**Meter Installation and Service Line Inspection Fee:**

5/8" - D	\$255	2" - T	\$690	2" - C	\$1,520
3/4" - D	\$275	3" - T/D	\$935	3" - C	\$1,995
1" - D	\$325	4" - T/D	\$1,465	4" - C	\$2,830
1-1/2" - D	\$505	6" - T/D	\$2,225	6" - C	\$7,800
2" - D	\$665			6" - P	\$7,073

<b>HYDRANT RENTAL:</b>	Town:	\$257 ea.
	Agricultural:	\$75 ea.

<b>PRIVATE FIRE SERVICE CHARGE:</b>	6" - \$257 OR SMALLER	8" - \$548	10" - \$986
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**MISCELLANEOUS CHARGES:**

Late charge on unpaid water bills	\$2.00	ea. month
Interest on delinquent accounts	1.0%	per month
Materials	Cost	plus 25% mark-up
Legal Service Rate	\$150 / (\$155)	(change 01/01/08)
Legal Bonds and Easements	\$125.00	
Engineering Staff Rate	\$100.00	
Maintenance Staff Rate	\$60.00	per hour
Maintenance Overtime Rate	\$70.00	per hour
Maintenance Call-in Rate (3 Hour Minimum)	\$135.00	per call-in
Install/Remove summer meters	\$60.00	
Install/Remove hydrant meters	\$60.00	
Meter testing	\$60.00	
Repair or replace damaged meters	\$60.00	plus parts
Shut off notice - posted on water bill	\$3.00	
Shut off notice - posted at property 3 days prior to shut off date	\$22.00	
Shut off preparation - unpaid prior to shut off date	\$60.00	
Shut off charge	\$60.00	
Reinstatement charge	\$60.00	
Truck fill-up service charge	\$60.00	plus water
Service charge	\$60.00	per hour
Returned check fee	\$25.00	per check
Fire Flow Test	\$425.00	each

**PROPERTY TAX RATE: N/A**          \$0.16 per \$1,000 of assessed value

**Docket No. 4025 - City of Newport Water Division – General Rate Filing  
12/30/08**

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