



DEPARTMENT OF THE NAVY
WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-2402

11300
0221KS/73C4817

7 FEB 1994

City of Ridgecrest
Attention: City Administrator's Office
100 West California Avenue
Ridgecrest, CA 93555-4054

Gentlemen:

Enclosed for your signature is a fully executed original of contract modification N62474-73-C-4817-P00008. This modification provides for a sewer service rate increase and payment of the Navy's share of the Cease and Desist Order for the Naval Air Weapons Station, China Lake.

If you have any questions, please call me at (415) 244-3617.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen M. Spinetti".

KATHLEEN M. SPINETTI
Contract Specialist
Service Contracts Branch

Encl:
(1) N62474-73-C-4817-P00008

THIS CONTRACT is entered into as of 9 December 1974 by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the City of Ridgecrest, California, hereinafter called the Contractor.

I. SCOPE. Subject to the terms and conditions hereinafter set forth, the Contractor shall sell and deliver to the Government and the Government shall purchase and receive from the Contractor sanitary sewer service (hereinafter called service) requested by the Government from the Contractor at the premises to be served hereunder (hereinafter called the service location), in accordance with the General and Technical provisions and the Sewer Service Specifications attached hereto and made a part hereof.

II. TERM. This contract shall continue in effect until terminated at the option of the Government by the giving of written notice not less than 300 days in advance of the effective date of termination, except that the Government shall exercise this option only in the event of default by the Contractor or the sewage treatment plant and related facilities are no longer required for service to the Government and/or City of Ridgecrest.

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

THE CITY OF RIDGECREST

THE UNITED STATES OF AMERICA

BY 

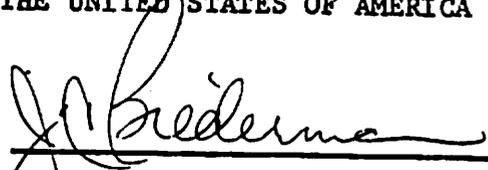
(Signature)

Rex E. Shacklett

(Typed Name)

Mayor

(Title)


BY J. C. BIEDERMAN, CAPT, CEC, USN

for Commander, Naval Facilities
Engineering Command, Contracting
Officer

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, calibrated, and read by the Contractor at his expense. When more than a single meter is installed at the service location, the readings thereof shall be billed conjunctively. In the event that any meter fails to register or registers incorrectly, the quantity of service delivered through it during 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 five (5) 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 the "Disputes" clause of this contract.

(b) The Contractor shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-seven (27) days or more than thirty-two (32) days shall be prorated accordingly.

2. METER TEST. The Contractor, at his expense, shall periodically inspect and test the meters installed by him, at intervals of no longer than one (1) year. At the written request of the Contracting Officer, the Contractor, in the presence of Government representatives, shall make additional tests of any or all meters. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be not more than five (5) percent slow or fast. No meter shall be placed in service which on test registers in excess of one hundred (100) percent under normal operating conditions.

II. GENERAL PROVISIONS

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective on the date that it is signed by the Government. Transfer of title to the Contractor of the Government's sewage treatment plant at Naval Weapons Center, China Lake shall be accomplished by separate instrument.

2. PAYMENT

(a) The Contractor shall be paid by the designated disbursing officer for service furnished hereunder at the rates specified; provided, that the Government shall be liable for the monthly charge specified in this contract commencing with the billing period in which service is initially furnished and continuing until this contract is terminated,

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

except that the monthly charge shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

(b) Payments hereunder shall be contingent upon the availability of appropriations 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 the rates are not in excess of the lowest rates now available to any existing or prospective customer under like conditions of service, 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.

3. CONNECTION CHARGE

(a) Non-recurring, non-refundable charge. In consideration of the furnishing and installation by the Contractor at his expense of the new facilities described in Exhibit "A", attached hereto and made a part hereof, the Government shall pay the Contractor, as a non-recurring, non-refundable connection charge, the actual cost but not to exceed the sum of one hundred eighty-eight thousand dollars, (\$188,000), as shown on Exhibit "A", provided that as a condition precedent to final payment, the Contractor, if required by the Contracting Officer, shall execute a release in terms acceptable to the Contracting Officer of claims against the Government arising under or by virtue of the installation.

(b) Non-recurring, refundable charge. In consideration of the furnishing and installation by the Contractor at his expense of the new facilities described in Exhibit "B", attached hereto and made a part thereof, the Government shall pay the Contractor, as a non-recurring, refundable connection charge, the actual cost but not to exceed the sum of two hundred fifty thousand dollars (\$250,000), as shown on Exhibit "B", provided that as a condition precedent to final payment, the Contractor, if required by the Contracting Officer, shall execute a release in terms acceptable to the Contracting Officer of claims against the Government arising under or by virtue of the installation.

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

(c) Bids. If, when bids for the construction of the facilities specified in Exhibits "A" and "B" are opened, all of the bids exceed the aforementioned sums, the Contractor shall obtain permission of the Government before awarding the contract for construction.

(d) Payment of non-recurring, refundable connection charge to Contractor.

(1) The Government will pay the connection charge as hereinafter provided.

(2) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total connection charge showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (a) if such consideration is specifically authorized by the contract and (b) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(3) In making such progress payments, there shall be retained ten (10) percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after fifty (50) percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion of each separate facility on which the price is stated separately in Exhibit "B" of this contract, payment may be made therefor without retention of a percentage.

(4) Upon completion of all work, the amount due the Contractor for connection charges under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

(e) Repayment of non-recurring, refundable connection charge by Contractor. Repayment of this connection charge shall be made by reducing charges to the Government for treatment and disposal services by twenty-five thousand dollars (\$25,000) per year for a period of ten (10) years commencing twelve (12) months after the start of service.

(f) Ownership, operation and maintenance of new facilities. Notwithstanding the payment by the Government of a connection charge, the facilities to be supplied by the Contractor under this contract shall remain the property of the Contractor and, at all times during the life of the contract or any renewals thereof, shall be operated and maintained by the Contractor at his expense.

(g) Termination prior to completion of facilities. The Government reserves the right to terminate this contract at any time prior to completion of the facilities provided for herein with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid fair compensation, exclusive of profit, with respect to those facilities.

4. RATES AND CHANGES. For all service furnished under this contract to the service location, the Government shall pay the Contractor at the rates specified in the rate schedule attached hereto and made a part of this contract.

5. PUBLIC REGULATION AND CHANGE OF RATES

(a) Public Regulation. Service furnished under this contract shall be subject to regulation--in the manner and to the extent prescribed by law--by any Federal, state or local regulatory commission having jurisdiction. A copy of the Contractor's current existing rates (including changes) shall be furnished promptly to the contracting officer upon request.

(b) Changes of Rates.

(1) 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

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

any rates so negotiated shall not be in excess of rates to any other customer of the Contractor under similar conditions of service.

(2) 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.

(3) In the event of a permanent change in the class of service furnished the Government under this contract, service shall, effective sixty (60) days after written request is made by either party or at such other time as may be agreed upon, be furnished at the lowest available rate schedule of the contractor which is applicable to the class of service furnished following the permanent change.

6. CHANGE IN VOLUME OR CHARACTER OF SERVICE

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

(b) Government reserves the right to utilize 750 acre feet of treated effluent per year for irrigation of the golf course located upon Government property at the service location.

7. CONTINUITY OF SERVICE AND CONSUMPTION

(a) 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; provided, that when any failure, suspension, diminution, or variation of service shall aggregate more than ten (10) days during any billing period hereunder, an equitable adjustment shall be made in the monthly rates specified in this contract.

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

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

8. CONTRACTOR'S FACILITIES AND GOVERNMENT'S FACILITIES

(a) The Contractor, at his expense, shall furnish, install, operate and maintain all facilities required to furnish service hereunder to, and to measure the service at, the point of delivery specified in the Utility Service Specifications. 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.

(b) The Government shall grant easements to Contractor for (1) utilization of the lands of the Government underlying the sewage treatment plant, the oxidation ponds and evaporation ponds, (2) the route for effluent disposal pipelines if required and (3) the route of the incoming sewage lines from the City of Ridgecrest. Such grants of easement will be accomplished by separate instrument.

(c) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor required to be located upon Government premises without the area granted by easement as specified in paragraph 7(b) above. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the national security. Government shall provide employees of Contractor engaged in operation of the treatment plant and other facilities of Contractor located upon Government property, such identification and security clearances as are appropriate for the accomplishment of the obligations of the Contractor. Proper vehicle permits shall also be provided to the Contractor.

(d) Government shall be responsible for the installation, operation and maintenance of facilities required to extract and transport treated effluent from the oxidation ponds for the irrigation use specified in paragraph 5(b) herein.

(e) Government shall have the right to enter upon premises under easement or permit to the Contractor, and in such a manner which will not interfere with Contractor's operations, for any proper purpose in connection with utilization of treated effluent for irrigation purposes.

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

(f) The facilities shall be removed and Government premises restored to their original condition by Contractor, ordinary wear and tear excepted, only in the event that the sewage treatment plant and related facilities are no longer required for service to the Government and/or to the City of Ridgecrest, within a reasonable time after the Government shall revoke the permit herein granted. In the event of termination due to the fault of the Contractor, these facilities maybe retained in place at the option of the Government until service comparable to that provided for hereunder is obtained elsewhere. Prior to termination of this contract for reason other than default by Contractor, a mutual determination of those facilities to be removed shall be made by the parties hereto. As an alternative to removal of facilities, such of these, as may not be required for sewage service, may be sealed off from the remainder of the system.

(g) If the lowest bid or combination of bids received for the overall project exceeds the total aggregate of funds available to the Contractor from all sources, the Contractor shall have the right to terminate this contract.

9. 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.

10. OTHER STANDARD PROVISIONS

(a) The following clauses of the Armed Services Procurement Regulation are hereby incorporated by reference and made a part of this contract in accordance with Section VII, Paragraph 7-001, of ASPR dated 1 July 1974:

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
6-104.5	BUY AMERICAN ACT	MAY 1964
7-103.1	DEFINITIONS	FEB 1962
7-103.8	ASSIGNMENT OF CLAIMS	FEB 1962
7-103.12(a)	DISPUTES	JAN 1958
7-103.19	OFFICIALS NOT TO BENEFIT	JUL 1949
7-103.20	CONVENANT AGAINST CONTINGENT FEES	JAN 1958
7-104.15	EXAMINATION OF RECORDS	MAR 1971
7-104.16	GRATUITIES	MAR 1952
12-201	CONVICT LABOR	APR 1974
12-303	CONTRACT WORK HOURS STANDARDS ACT	NOV 1971
12-804	EQUAL OPPORTUNITY	AUG 1972
7-104.12	MILITARY SECURITY REQUIREMENTS	APR 1971

(b) Disputes (Amendment of Sep 1968). Add the following to Clause No. 7-103.12(a):

"(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)".

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

LISTING OF EMPLOYMENT OPENINGS FOR VETERANS (1971 NOV). (This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$10,000 or more and will generate 400 or more man-days of employment.)

(1) The Contractor agrees that all employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and, including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required.

(2) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source of effort and shall involve only the normal obligations which attach to the placing of a bonafide job order but does not require the hiring of any job applicant referred by the employment service system.

(3) The periodic reports required by paragraph (1) above shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment the number of individuals who were hired during the reporting period and the number of hires who were veterans who served in the Armed Forces on or after August 5, 1964, and who received other than a dishonorable discharge. The Contractor shall maintain copies of the reports submitted until the expiration of one year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(4) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State wherein it has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State systems when it is no longer bound by this contract clause.

(5) This clause does not apply (i) to the listing of employment openings which occur outside of the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Island; and (ii) contracts with state and local governments.

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

(6) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(7) As used in this clause:

(i) "All employment openings" include, but are not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three (3) days' duration, and part-time employment.

(ii) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(iii) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement," means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) or outside of a special hiring arrangement which is part of the customary and traditional employment relationship which exists between the Contractor and representative of its employees and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists or from union hiring halls.

(iv) "Man-day of employment" means any day during which an employee performs more than one hour of work.

(8) The Contractor agrees to place this clause (excluding this paragraph (8)) in any subcontract directly under this contract provided, such subcontract is for \$10,000 or more and will generate 400 or more man days of employment. (ASPR 7-103.27)

APPROVAL. This contract shall be subject to the written approval of the Commander, Naval Facilities Engineering Command or his duly authorized representative and shall not be binding until approved.

TECHNICAL AND GENERAL PROVISIONS FOR UTILITY SERVICE (Cont'd)

RATE SCHEDULE

1. Government shall pay to Contractor its cost for treating and disposing of sewage received by Contractor from Government hereunder. The cost for treating and disposal of sewage of Government to the extent provided for herein shall include all maintenance, operation, repair, debt service, financing charges, replacement and relocation costs of Contractor. The foregoing shall be computed by Contractor in accordance with generally accepted accounting practices and principles. The cost to be paid by Government to Contractor shall be determined by multiplying the number of units of one million gallons of sewage received by Contractor from Government hereunder, during a billing period of the amount of Contractor's cost per unit of one million gallons of providing such service computed in the manner hereunder provided for. Government payments to the Contractor shall be reduced by future net revenues, if any, of the Contractor, in excess of the refundable connection charge derived from the sale of Government's share of treated effluent and other by-products.
2. The charge shall be computed annually based upon Contractor's actual costs for the preceding twelve month period, commencing on the anniversary date of this contract.
3. Initial charge per 1,000,000 gallons is estimated to be \$160.00.

EXHIBIT "A"

1. Non-recurring, Non-refundable Connection Charge:

a. Sedimentation tank with connections and appurtenances	\$ 92,600
b. Comminutor system including new bypass and electrical work	26,500
c. Raise dikes in ponds, modify piping and control systems	39,700
d. Contingencies, engineering, supervision, etc.	<u>29,200</u>
e. Total	\$188,000

EXHIBIT "B"

1. Non-recurring, Refundable Connection Charge:

a. Interceptor lines	\$160,000
b. Plant expansion	32,000
c. Evaporation ponds	<u>58,000</u>
d. Total	\$250,000

NOTE: Engineering contingencies, etc., are included in Exhibit "B" costs above.

Attached to and made a part of
Contract No. N62474-73-C-4817

EXHIBIT "B"

1. Non-recurring, Refundable Connection Charge:

a. Interceptor lines	\$249,600
b. Plant expansion	49,900
c. Evaporation ponds	<u>90,500</u>
d. Total	\$390,000

NOTE: Engineering contingencies, etc., are included in Exhibit "B" costs above.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			UTILITY SERVICE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. N62474-73-C-4817-P00008		3. EFFECTIVE DATE SEEBLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY COMMANDER (0221) WESTERN DIVISION NAVAL FACILITIES ENGINEERING COMMAD 900 COMMODORE DRIVE SAN BRUNO, CA 94066-2402		CODE N62474	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF RIDGECREST 100 WEST CALIFORNIA AVENUE RIDGECREST, CA 93555-4054			(V) 9A. FOR: SEWER SERVICE AT: NAWS CHINA LAKE	9B. 0221KS
CODE			10A. MODIFICATION OF CONTRACT NO. N62474-73-C-4817	
FACILITY CODE			10B. DATED (SEE ITEM 13) 09 DEC 1974	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
APPLICABLE FUNDS WILL BE CITED WHEN INVOICE IS CERTIFIED FOR PAYMENT

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

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

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

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

(a) Modify the basic contract and existing modifications to change the sewer service rate for Naval Air Weapons Station, China Lake effective 1 July 1993.

(1) Delete the rates set forth in paragraph 5 of the Rate Schedule dated 10 December 1991 and substitute the following elements:

- \$468.65 Operation and Maintenance
- \$69.56 Administration Expense
- \$163.73 Capital Expenditures
- (with \$162,000 carrying forward to 01 July 1994)
- \$701.94 prt million gallons

Except as provided herein, all terms and conditions of this 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) CATHERINE B. MORRIS Head, Service Contracts Branch	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1/29/94	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 1/24/94

(2) Estimated annual increase \$359,316.00

(b) Effective 1 February 1994, modify the basic contract and existing modifications to provide for the payment of the Navy's share of the Cease and Desist Order which is \$927,923.00.

(1) For 120 months, the Navy will pay as a lump sum line item on each monthly sewer service invoice, the amount of \$7,732.69.

2. /MODIFICATION NO. N62474-73-C-4817-P00007	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY COMMANDER (CODE 0221) WESTERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND 900 COMMODORE DRIVE SAN BRUNO, CA 94066-2402	CODE N62474	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF RIDGECREST 100 WEST CALIFORNIA AVENUE RIDGECREST, CA 93555-4054 ATTENTION: MR. DAMON B. EDWARDS CITY ADMINISTRATOR	(V)	9A. FOR: SEWER SERVICE AT: NAWS CHINA LAKE 9B. 0221 10A. MODIFICATION OF CONTRACT NO. N62474-73-C-4817 10B. DATED (SEE ITEM 13) 09 DEC 74
CODE		FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
APPLICABLE FUNDS WILL BE CITED WHEN INVOICE IS CERTIFIED FOR PAYMENT

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

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
XX	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C 2304(c) (1)
	D. OTHER (Specify type of modification and authority)

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

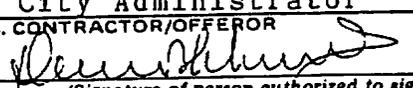
14. DESCRIPTION OF /MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(a) Modify the basic contract and existing modifications to provide for the payment of the Navy's share of the Cease and Desist Order imposed by Lahontan Regional Quality Control Board.

(1) Non-Recurring, Non-Refundable Charge.

a. In consideration of the payment of the Government's share of the Cease and Desist Order, the Government shall pay the Contractor as a non-recurring, non-refundable charge the amount of \$161,931.00.

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) Damon B. Edwards City Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CATHERINE B. MORRIS Head, Service Contracts Branch
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11 June 93
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 17 June '93

AMENDMENT/MODIFICATION NO. **N62474-73-C-4817-P00005**

2. EFFECTIVE DATE **81 JAN 01**

3. REQUISITION/PURCHASE REQUEST NO. _____

4. PROJECT NO. (If applicable) _____

ISSUED BY **Commanding Officer, Western Division Naval Facilities Engineering Command P.O. Box 727 San Bruno, California 94066**

CODE **N62474**

6. ADMINISTERED BY (If other than block 3) DISTRIBUTION

ORIGINAL DUPLICATE ORIGINAL CONFORMED COPY

WFC CLEVELAND WESTDIY 113 NRPC SAN

CONTRACTOR NAVFAC (0212) ACTIVITY:

CONTRACTOR NAME AND ADDRESS

CODE _____ FACILITY CODE _____

**The City of Ridgecrest
139 Balsam Street
Ridgecrest, California 93555**

ATTENTION: MR. ANDY BOYD

8. AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. **N62474-73-C-4817**

For: Sewer Service
DATED **74 DEC 09** (See block 11)
At: NAVWPNCEN China Lake

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

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

Appropriation and Subject	Obj. Cl.	Bureau Cont. No.	Sub-Alloc.	Authorization Acct's Act'y	Trans. Type	Property Acct's Act'y	Country	Cost Code	Amount
Applicable funds will be cited on invoices or delivery orders issued against this contract.									

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

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

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

(c) This Supplemental Agreement is entered into pursuant to authority of **10 U.S.C. 2304 (a)(10)**
It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

(a) Modification of basic contract and existing modifications thereto is necessary in order to provide for changes in the contract Rate Schedule, as follows:

1. Rate Schedule.

a. Change Paragraph 3 to read as follows:
"3. Effective 1 January 1981, charge per 1,000,000 gallon is \$203.45."

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

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR **CITY OF RIDGECREST**

17. UNITED STATES OF AMERICA

BY **Harold J. Hockett** (Signature of person authorized to sign)

BY **J. L. ...** (Signature of Contracting Officer)

18. NAME OF CONTRACTING OFFICER (Type or print) **J. L. ... Head, Utilities Service Branch**

19. DATE SIGNED **81 Jul 20**

NAME AND TITLE OF SIGNER (Type or print) **HAROLD J. HOCKETT Mayor**

16. DATE SIGNED **81 Jul 20**

19. DATE SIGNED **8-18-81**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 1

1. AMENDMENT/MODIFICATION NO. **N62474-73-C-4817-P00003**
2. EFFECTIVE DATE **76 JUL 01**
3. REQUISITION/PURCHASE REQUE. _____
4. PROJECT NO. (If applicable) _____

5. ISSUED BY **Commanding Officer, Western Division
Naval Facilities Engineering Command
P. O. Box 727
San Bruno, California 94066** CODE **N62474**
6. ADMINISTERED BY (If other than block 5) CODE _____
 ORIGINAL DUPLICATE ORIGINAL CONFORMED COPY
 HFC Cleveland WESTDIV 113 MRFIC San
 CONTRACTOR NAVFAC (0212) ACTIVITY:

7. CONTRACTOR NAME AND ADDRESS
CODE _____ FACILITY CODE _____
**CITY OF RIDGECREST
139 Balsam Street
Ridgecrest, CA 93555**
(Street, city, county, state, and ZIP Code)

8. AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
MODIFICATION OF CONTRACT/ORDER NO. **N62474-73-C-4817**
 For: **SEWER SERVICE**
DATED **74 SEP 09** (See block 11)
AT: **NWC CHINA LAKE**

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE BELOW

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.
(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
(c) This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
(a) Modification of basic contract is necessary in order to correct block 10, of Modification N62474-73-C-4817-P00001 to read as follows:
"ACRN:AA17X1205.2531, 032, 122120, 062474, 2A, 000000, N60530157C73 \$140,000.00"

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

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR BY **Ted B. Edwards** (Signature of person authorized to sign)
15. NAME AND TITLE OF SIGNER (Type or print) **Ted B. Edwards, Mayor**
16. DATE SIGNED **9-15-76**
17. UNITED STATES OF AMERICA BY **[Signature]** (Signature of Contracting Officer)
18. NAME OF CONTRACTING OFFICER (Type or print) **J.A. RUSCYK CDR, CEC for Commander
USN
Naval Facilities Engineering Command**
19. DATE SIGNED **8/29/76**

1. AMENDMENT/MODIFICATION NO. (REV) **N62474-73-C-4817-P00004**

2. EFFECTIVE DATE **77 JUL 01**

3. REQUISITION/PURCHASE REQUEST NO.

4. PROJECT NO. (If applicable)

5. ISSUED BY **CODE N62474**
 Commanding Officer, Western Division
 Naval Facilities Engineering Command
 P.O. Box 727
 San Bruno, California 94066

6. ADMINISTERED BY (If other than block 5) **CODE**
 DISTRIBUTION
 ORIGINAL DUPLICATE ORIGINAL CONFORMED COPY
 WFC CLEVELAND WESTVIL 113 WFC SAN
 CONTRACTOR NAVFAC (0212) ACTIVITY:

7. CONTRACTOR NAME AND ADDRESS **CODE** **FACILITY CODE**

(Street, city, county, state, and ZIP Code)

**City Administrator
 City of Ridgecrest
 139 Balsam Street
 Ridgecrest, California 93555**

8. AMENDMENT OF SOLICITATION NO.

DATED _____ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. **N62474-73-C-4817**

For: **Sewer Service**
 DATED **74 DEC 00** (See block 11)
 At: **NAWPNCEN China Lake**

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by any of the following methods:

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

10. Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub-Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Coun-try	Cost Code	Amount
Applicable funds will be cited on invoices or delivery orders issued against this contract.									

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

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

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

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION

(a) Modification of basic contract is necessary in order to provide for changes in the contract Rate Schedule, as follows:

1. Page 10. Rate Schedule.

a. In Paragraph 1, line 5, delete the words, "financing charges".

b. Change Paragraph 3 to read as follows:

"3. Effective 1 July 1977, charge per 1,000,000 gallons is \$176.50."

13. CONTRACT NUMBER IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/ORDER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN IT TO THE ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR **CITY OF RIDGECREST**

14. UNITED STATES OF AMERICA

15. NAME AND ADDRESS OF CONTRACTOR/OFFEROR (If other than block 7)

**WILLIAM L. EICHENBERG
 City Administration**

16. DATE SIGNED **80 JUL 22**

17. SIGNATURE OF CONTRACTOR/OFFEROR

SUKED OJ for Commander
 Naval Facilities Engineering Command

18. DATE SIGNED **29 JUL 77**

AMENDMENT/MODIFICATION NO
 62474-73-C-4817-P00602

EFFECTIVE DATE
 76 AUG 01

3. REQUISITION/PURCHASE REQUEST

4. PROJECT NO (If applicable)

ISSUED BY
 Commanding Officer, Western Division
 Naval Facilities Engineering Command
 P.O. Box 727
 San Bruno, California 94066

6. ADMINISTERED BY (If other than block 1)
 DISTRIBUTION
 ORIGINAL DUPLICATE ORIGINAL CONFORMED COPY
 PFC CLEVELAND WESTDIV 113 PFC SAN
 CONTRACTOR NAVFAC (0212) ACTIVITY:

CONTRACTOR NAME AND ADDRESS
 CODE FACILITY CODE
 City of Ridgecrest
 139 Balsam Street
 Ridgecrest, CA 93555

7. APPENDMENT OF SOLICITATION NO.
 DATED (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO 62474-73-C-4817
 For: Sewer Service
 DATED 74 Sept 09 (See block 11)
 At: China Lake NWC

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
 Others must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub. Alloc.	Authorization Acct's Act'y	Trans. Type	Priority Acct'g Act'y	Country	Case Code	Amount
Applicable funds will be cited on invoices or delivery orders issued against this contract.									

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified in reflect the administrative changes (SUCH as changes in paying office, appropriation data, etc.) set forth in block 12
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION
 (a) Modification of the basic contract is necessary to provide for progress payments of the Non-recurring, non-refundable connection charge specified in paragraph 3(a) of the basic contract
 THEREFORE,
CHANGE paragraph 3(d) to read "Payment of non-recurring, non-refundable connection charge and non-recurring, refundable connection charge to the Contractor."

As provided herein, all terms and conditions of the document referenced in block 8, as herebefore changed, remain unchanged and in full force and effect.
 CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT TO RETURN 3/SIGNED COPIES TO ISSUING OFFICE
 NAME OF CONTRACTOR/OFFEROR City of Ridgecrest
 Ted B. Edwards (Signature of person authorized to sign)
 NAME AND TITLE OF SIGNER (Type or print) Ted B. Edwards, Mayor
 17 UNITED STATES OF AMERICA
 18 DATE SIGNED 8-3-76
 19 NAME OF CONTRACTING OFFICER (Type or print) C. C. HOFFNER, JR., for Commanding Officer
 Naval Facilities Engineering Command

STATEMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. N62474-73-C-4817-P00001

2. EFFECTIVE DATE 76 JUL 01

3. REQUISITION/PURCHASE REQUEST NO.

4. PROJECT NO. (If applicable)

5. ISSUED BY
 CODE N62474
 Commanding Officer, Western DIVISION
 Naval Facilities Engineering Command
 P.O. Box 727
 San Bruno, California 94066

6. ADMINISTERED BY (If other than block 5)
 DISTRIBUTION (011)
 ORIGINAL DUPLICATE ORIGINAL CONFORMED COPY
 WFC CLEVELAND WESTDIV 113 WRF C SAM
 CONTRACTOR NAVFAC (0212) ACTIVITY:

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
 (Street, city, country, state, and ZIP Code)
 City of Ridgecrest
 139 Balsam Street
 Ridgecrest, CA 93555

8. AMENDMENT OF SOLICITATION NO.
 DATED (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO. N62474-73-C-4817
 For: Sewer Service
 DATED 74 Dec 09 (See block 11)
 At: NWC China Lake

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
 Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

10	Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub-Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Country	Cost Code	Amount
Applicable funds will be cited on invoices or delivery orders issued against this contract.										

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to 10 USC 2304 (a)(3)
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (SUCH as changes in paying office, appropriation data, etc.) set forth in block 12
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
 Modification of the basic contract is necessary to reflect an increase in the non-recurring, refundable connection as follows:
 (a) Page 1 of 2: Non-Recurring, Refundable connection charge: Change "\$250,000" to read "\$390,000";
 (b) Page 2 of 10: Paragraph 3(6), Non-recurring, refundable charge:
 In the sixth line change "two hundred fifty thousand dollars (\$250,000)" to read "three hundred ninety thousand dollars (\$390,000)";
 (c) Page 4 of 10: Paragraph 3(e):
 In the fourth line change "twenty-five thousand dollars (\$25,000) to read "thirty-nine thousand dollars (\$39,000);
 (d) Replace EXHIBIT "B" with EXHIBIT "B" attached hereto and made a part of the basic contract.

1. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3/SIGNED COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR City of Ridgecrest
 Signature of person authorized to sign: *Don McChesney Vice Mayor*

17. UNITED STATES OF AMERICA
 BY: _____
 (Signature of Contracting Officer)

NAME AND TITLE OF SIGNER (Type or print) J.J. Chieze, Vice Mayor
 16. DATE SIGNED 7/26/76

18. NAME OF CONTRACTING OFFICER (Type or print) for Commandant
 Naval Facilities Engineering Command
 19. DATE SIGNED