

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 23-Feb-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY 45 CONS/LGCAA 1201 EDWARD H WHITE II ST PATRICK AFB FL 32925-3237	CODE FA2521	7. ADMINISTERED BY (If other than item 6) 45 CONS/LGCAB 1201 EDWARD H. WHITE II ST. PATRICK AFB FL 32925-3237		CODE FA2521
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CITY OF COCOA BEACH 2 S ORLANDO AVE COCOA BEACH FL 32933-0280			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. F08650-93-D-0039	
			X 10B. DATED (SEE ITEM 13) 07-Jun-1993	
CODE 1TTA5	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Bilateral Mod by mutual agreement of both parties.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Linda Andrews, Contract Administrator PH: (321) 494-9948 FAX (321) 494-6193 Linda.andrews@patrick.af.mil Craig S. Davis, Contracting Officer PH: (321) 494-9941 FAX (321) 494-6193 Craig.davis@patrick.af.mil 1. To delete Mod P00006 (released, but not issued) in its entirety. 2. A temporary generation system providing emergency backup power to facility Lift Station #3647. 3. Two infrastructure pipeline routes for waste water and reclaimed water. 4. A reimbursement formula between Patrick Air Force Base (PAFB) and City of Cocoa Beach (CCB) Water Reclamation Department for use of PAFB infrastructure.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. **General:** – This modification covers the following:
 - a. A temporary generation system providing emergency backup power to facility Lift Station #3647.
 - b. Use of two infrastructure pipeline routes for waste water and reclaimed water.
 - c. Reimbursement agreement by City of Cocoa Beach (CCB) Water Reclamation Department for use of Patrick AFB (PAFB) infrastructure.
2. This modification does not and is not intended to amend the current terms of service set forth in the original contract document.
3. **Temporary Generation System:** Patrick AFB (PAFB) will provide without reimbursement an emergency power source at facility Lift Station #1397. The generator will be located on-site for a period of 365 days from the first day of Patrick Family Housing ownership of the waste water system. PAFB will provide maintenance and operation of the system for the same period without reimbursement.
4. **Infrastructure Pipeline:** PAFB hereby grants CCB routes and use of the following infrastructure pipelines:
 - a. 24" force main. The force main extends from the south at Lift Station #1381 to the north boundary of PAFB.
 - b. Reclaimed water supply line located on the PAFB Golf Course. This also permits CCB to extend the reclaimed water supply line from the PAFB Golf Course to the south boundary of the Base located at Pineda Causeway. A point of demarcation (POD) shall be established to indicate the point where PAFB ownership ends and CCB ownership begins. The POD shall become an exhibit to this contract by separate modification.
 - c. AF retained out parcels located in Pelican Coast Housing South (PCS).
 - d. City of Cocoa Beach Water Reclamation Department shall be granted access to any PAFB infrastructure operationally associated with providing waste water treatment services and reclaimed water services to Pelican Coast Housing or PAFB. Access shall be permitted for the period that Cocoa Beach is the service provider to either Pelican Coast or PAFB.
 - e. Use of the PAFB pipelines is effective as long as there is an active contract.
5. **Reimbursement Terms:** – Commencing on the date CCB initiates utility service to Pelican Coast Housing, CCB will provide reimbursement for use of PAFB infrastructure. Reimbursement shall be based on revenues obtained from providing wastewater treatment and reclaimed water services to Pelican Coast Housing North (PCN) and Pelican Coast Housing South (PCS) and shall be provided as follows:
 - a. The revenue shared shall be based on the number of occupied homes in PCN and PCS relative to 700 units.
 - b. Revenues shall be shared as follows:
 1. PAFB – 80%, CCB – 20% (for 700 units)
 2. PAFB – 15%, CCB – 85% (for over 700 units)
 3. PAFB revenues will be offset against monthly charges.
 - c. Revenue sharing will continue through 31 Dec 2010. Beginning 1 Jan 2011 CCB shall reimburse PAFB 15% of all revenues obtained from waste water flow through the PAFB force main.

6. CCB shall provide or make available monthly figures for sewage treatment and reclaimed water service utilizing PAFB infrastructure.
7. CCB will waive connection fees for units within the Pelican Coast South development.
8. CCB shall provide design and construction services for repairs to facilities #610 and #1497 when funding is provided by PFH.
9. All other terms and conditions of this contract remain unchanged.
10. In consideration of the modification agreed to herein as complete equitable adjustment for the change as stated above, the contractor hereby releases the government from any and all liability for any extended or unabsorbed home office overhead or inefficiency claims, under this contract for further equitable adjustment attributable to such facts and or circumstances giving rise to the aforementioned change.

(End of Summary of Changes)