

Appendix E: Interagency Agreements

- Agreement 1: Interlocal Agreement KC 111-93 – Removal of Sanitary Sewer Meters.
- Agreement 2: Water & Sewer Service Agreement with US Navy for Water & Wastewater Rates.

DRAFT



COPY OF SEWER SERVICE AGREEMENT WITH KITSAP COUNTY FOR
DISTRICT 1 SEWER DISCHARGE TO CITY SYSTEM
23 PAGES TOTAL
EXPIRES: IF EITHER PARTY DECIDES TO TERMINATE
RENEWES: EVERY 5 YEARS
LAST REVIEWED: MAY 1, 2014

PUBLIC WORKS & UTILITIES
Director's Office

August 7, 2007

Mr. Barry Loveless
Kitsap County Public Works
614 Division Street, MS-26
Port Orchard, WA 98366

Re: Interlocal Agreement KC 111-93 – Removal of Sanitary Sewer Meters

Dear Barry:

The City of Bremerton requests this letter serve as evidence of an understanding between our agencies with regard to the removal of two sanitary sewer meters located in the Kitsap County Sewer District #1 system. In accordance with the existing Interlocal Agreement, sewer fees for the system are based on a wholesale rate and accompanying flow rate. If average flow exceeds .4 mgd per day, rate adjustment provisions are applied for the additional flow. The City wishes to remove these meters for the following reasons:

- In over 2 years, average flow has not exceeded the base flow rate. As such, the City is currently expending funds to calibrate the meters yearly, plus crew time to read the meters, maintain, and service them. The benefit here to the County is that the utility billing will remain the same, any flows exceeding the wholesale rate will not be metered or billed.
- As you are aware, the City has been negotiating with the County to take over responsibilities for this system. Upon transfer, the meters will no longer be needed. Transfer of the system should be within the year. As the City and County currently have our joint project, the SR 304 T.I.P.; Navy Yard Highway Phase, working adjacent to the meter at 1550 Charleston Beach Road this would be an opportune time to remove the meter and vault now.

Removal of the meters would be done at no expense to the County. If you agree to their removal, please sign and return the letter. If you have any questions or require additional information, please contact Gunnar Fridriksson at 360.473.2354.

Sincerely,

Phil Williams
Director of Public Works & Utilities

I concur with the City's request.

cc:
Mike Mecham, City Engineer
Lynn Price, Project Manager
Gunnar Fridriksson, Civil Engineer II
Ann Finnegan, Utility Billing Supervisor
Stella Vakarcis, P.E., Kitsap County

Contract Number	5317
Vendor	KITSAP COUNTY SEWER DISTRICT #1
Subject	ILA - Discharge of Sewer
Department	Public Works
File Class	LEG 12-1
Begin Date	8/1/1991
End Date	
Review Date	5/1/2014
Vault Date	
Comments	Renews every 5 years unless termed

**INTERLOCAL AGREEMENT FOR DISCHARGE OF SEWER
SEWER DISTRICT #1**

THIS AGREEMENT, between Kitsap County Sewer District #1, a municipal corporation, duly organized and existing under the laws of the State of Washington, hereinafter referred to as "DISTRICT", and the City of Bremerton, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "CITY", is entered into pursuant to and in conformity with RCW 39.34, the Interlocal Corporations Act and RCW 39.67.300

THE PARTIES AGREE as follows:

Section 1. Purpose and Scope of Contract

The CITY shall receive from, treat, and dispose of the DISTRICT's wastewater in accordance with the terms and specifications as hereinafter set forth. This agreement replaces and supersedes all previous agreements entered into between the CITY and the DISTRICT for service.

Section 2. Term of Contract

This contract will be in effect for a period of five years from

August 1, 1991. The agreement will automatically renew for an additional five year term, unless one of the parties gives written notice of an intent to terminate not less than 180 days in advance of the end of the initial five year term. Provided, however, that the CITY may not terminate this agreement unless the DISTRICT has a suitable alternate source for treatment of its wastewater. ~~Nothing stated herein shall prevent renewal or extension of this agreement beyond 10 years upon approval and agreement of both parties.~~

Section 3. Definitions

For the purpose of this agreement, unless it is plainly evident from the context that a different meaning is intended, the following words and phrases when used, are defined as follows:

"Allocated Flow" means the maximum average flow that the DISTRICT is permitted to discharge into the CITY System.

"Average Flow" means the average daily discharge of sewage computed by dividing the total quantity discharged during a month by the total number of days in said month. The result is expressed in million gallons per day (MGD).

"Biochemical Oxygen Demand" (BOD) means the quantity of oxygen used in the biochemical oxidation of organic matter in a specified time

and at a specified temperature. BOD shall be the standard measure of sewage strength.

"Capital Costs" means costs relating in whole or in part to the CITY treatment system and conveyance system which CITY has incurred or plans to incur for the purpose of new or expanded facilities and equipment to accommodate population, commercial and industrial growth; to meet federal, state, regional and local regulatory requirements; to replace deteriorated or inefficient facilities and equipment that are beyond the scope of normal maintenance; or for monitoring and data collection facilities. Such costs shall include, but not be limited to both direct and indirect costs for planning, design, construction, equipment, inspection, change orders and claims settlements.

"CITY" means authorized employees and officials of the City of Bremerton or its designated agent.

"City Treatment System" means the City of Bremerton Wastewater Treatment Plant, any sludge processing facilities (wherever located) designed to be operated in coordination or conjunction with the foregoing facility, and appurtenances necessary for the operation of the same.

"Conveyance System" means all main line gravity sewers and force mains and pump stations, including appurtenances necessary or

convenient to the operation thereof. Said appurtenances include, but are not limited to, flow metering stations, control equipment, maintenance and cleanout facilities, and easements. These improvements may also be referred to in this contract as the "Transmission System".

"Direct Costs" mean those costs to CITY which are identified specifically with a particular project. Direct costs may include, but are not limited to, direct labor; costs of materials acquired, expended, or consumed; costs of construction contracts; costs of consultant contracts and costs of energy to operate the treatment and conveyance facilities.

"DISTRICT" means authorized employees and/or officials of Kitsap County Sewer District No. 1 or its designated agent.

"DISTRICT System" means all wastewater collection and conveyance facilities owned and operated by DISTRICT including gravity sewers, force mains, and pump stations.

"Domestic Sewage" means wastewater from ordinary living processes discharged from dwellings, business buildings, and institutions.

"Domestic Sewage Strength" is defined as not to exceed 220 mg/L BOD and/or TSS.

"Excess Flow" means flow over the average flow allocated to the DISTRICT.

"Indirect Costs" means those costs to CITY which are applicable to a project or activity but are allocated among organizational units in relation to benefits derived in accordance with generally accepted accounting principles. Indirect costs may include, but are not limited to, labor expenses for elected officials and their staffs, for commissions, and for performance of administrative and supervisory functions; and expenses for data processing services, building services, utilities and materials.

"Infiltration" means water other than wastewater which enters a sewer system from the ground through such means as defective pipes, pipe joints, connections, or access structures. Infiltration does not include, and is distinguished from, inflow.

"Inflow" means water other than wastewater which enters a sewer system from sources such as roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, access structure covers, cross connections between storm sewers and sanitary sewers, catch basins, storm waters, surface runoff, or drainage. Inflow does not include, and is distinguished from, infiltration.

"MGD" means million gallons per day of wastewater flow.

"Peak Flow" means the highest instantaneous rate of discharge, expressed as a volume per unit of time.

"Point of Delivery" means any connection of a DISTRICT Sewer to the CITY System.

"Service Area" means the areas located within the City or County jurisdiction designated to be served by CITY or DISTRICT. A service area may extend beyond the CITY or DISTRICT boundaries respectively. Respective Service areas in the vicinity of the DISTRICT shall be as defined in this agreement.

"Sludge" means the accumulated settled solids deposited from wastewater or industrial wastes, raw or treated.

"System Capacity" means the annual average design capacity of the City System.

"System Average Flow" means the system volume divided by the number of time units in a calendar year.

"System Volume" means the volume of sewage treated in the CITY System during a calendar year.

"Total Suspended Solids" (TSS) means solids that either float on the surface of, or are suspended in water, wastewater, or other

liquids and are largely removable by laboratory filtrations. TSS is a standard measure of sewage strength.

"Wastewater" means the combination of the liquid and water - carried wastes discharged from residences, commercial and industrial establishments, together with infiltration and inflow that may be present.

"Wholesale Rate" means a negotiated charge per unit of wastewater discharged to the City system by a customer whose discharge volume represents a significant portion of system volume such that direct cost allocations are feasible.

Section 4. Service Levels

A. Allocated Flow

The DISTRICT is allocated an average flow of .4 million gallons per day into the city treatment system. All discharges by the DISTRICT to the CITY system shall be through the three flow metering stations:

Pump Station WB-1 Flow Metering Station

Pump Station WB-2 Flow Metering Station

C Street Flow Metering Station

No other points of discharge to the CITY system are presently known. Should additional points of discharge be identified in the future, the method of metering such discharges shall be as

designated by the CITY.

B. Sewage Strength

All wastewater discharge by the DISTRICT to the CITY system shall be domestic sewage strength as defined in Section 3 above.

Section 5. Wholesale Rate

A. Initial Wholesale Rate

Commencing with the month of August 1991, the DISTRICT shall pay a wholesale rate of \$15,970 per month. This rate assumes the DISTRICT's average flow does not exceed .4 mgd per day. If the average flow exceeds this limit, the rate adjustment provisions found in subsection D below shall apply.

B. Basis for Initial Wholesale Rate.

The CITY and the DISTRICT agree that the initial monthly wholesale rate is established using the figures set forth below. The CITY and the DISTRICT agree these numbers represent the DISTRICT's appropriate share of the system expense, given the DISTRICT's allocation of plant capacity. The basis for the monthly wholesale rate is as follows:

Capital Cost Debt Service	\$ 130,915.00
Operations and Maintenance	41,175.00
City overhead	<u>6,176.25</u>
SUBTOTAL	\$ 178,266.25

B & O tax of 6%	10,695.98
Excise tax of 1.5%	<u>2,673.99</u>
Total payment in first year of contract	\$ 191,636.22 + 12
Monthly Kitsap Sewer District Wholesale Rate	\$ 15,970.00

C. Adjustments to Initial Wholesale Rate

(1) August 1st of each year, the operation and maintenance, and CITY overhead numbers, will be adjusted upward by the percentage increase in the Seattle/Everett all item consumer price index during the preceding calendar year, or the successor to this index. If there is not successor, then any generally accepted index showing the inflation rate, if any, for the United States as a whole shall be used to establish the increase in the rate.

(2) At the CITY's request, the capital cost figure will be adjusted upward to reflect the DISTRICT's proportionate share of any treatment system capital cost incurred. Provided, however, this does not include treatment system capital costs to increase plant capacity. The additional debt service shall be computed after deducting any portion of the treatment system capital cost paid by the United States Navy, or grants.

(3) The B & O tax and excise tax expenses shall be adjusted in the next calendar month after any change in their rate. These taxes shall also be adjusted in the next calendar month after any change in the DISTRICT's share of the capitol cost, operation and

maintenance, and CITY overhead expense.

(4) For any given calendar month, the wholesale rate shall be the sum of the DISTRICT's responsibility for capitol cost debt service, operation and maintenance, CITY overhead, B & O taxes, and excise taxes, as they may be adjusted above. It is the CITY's responsibility to advise the DISTRICT of the need for these adjustments, and the basis for their assessment.

D. Adjustment for Excess Average Flow

(1) The DISTRICT's allocated flow is .4 mgd. As provided in Section 6(A), the CITY will measure the DISTRICT's wholesale flow on the first Monday of each calendar month. For any measuring period when the total wholesale flow exceeds .4 mgd times the number of days in the measuring period, the DISTRICT shall pay the wholesale rate as established under Paragraph 5(A) above, plus the following additional charge:

- a. For up to 3 million gallons of flow beyond the allocated flow, \$2.14 per thousand gallons in flow, or part thereof.
- 2 b. For all flow beyond 3 million gallons over the allocated flow, \$2.81 per thousand gallons, or part thereof.

(2) The additional charge for excess flow will not apply until two years after the date this agreement is executed and approved by both the CITY and KITSAP COUNTY SEWER DISTRICT #1. August 1 of each year, beginning with the first August 1 after the additional

charge for excess flow is in effect, the rates for excess flow shall be adjusted upward by the percentage increase in the Seattle/Everett All Item Consumer Price Index during the preceding calendar year, or the successor to this index. If there is no successor, than any generally accepted index showing the inflation rate, if any, for the United States as a whole shall be used to establish the increase in the rates.

E. Wholesale Rate Adjustments for Excess Domestic Sewage Strength

X

X

X

X

X

X

X

X

X

X

X

X

X

X

1. The CITY will periodically test the strength of the DISTRICT's sewage. If for any three consecutive tests, the DISTRICT's sewage strength exceeds "domestic sewage strength" as defined in Section 3 above, the CITY reserves the right to reopen this contract on the issue of whether there should be a surcharge for excess sewage strength. For the purpose of this subparagraph, the CITY shall use the "twenty-four hour composite sample" method to test the sewage strength.

Section 6. Metering, Billing, and Payment

- A. The CITY will be responsible for measuring flows at the points of delivery identified in Section 4 above. The CITY shall install, operate, and maintain the required metering equipment. The CITY will read the flow meters on the first Monday of each month.
- B. The CITY shall submit a monthly bill for wholesale sewer service to the DISTRICT based on the contract rates defined in this agreement. The bill will include a statement of the DISTRICT's total monthly flows to the CITY's sewage system at each flow monitoring station.
:
- C. The DISTRICT shall pay the CITY for services rendered within 60 days of receipt of the bill from the CITY. Interest at the rate of 1% per month will be charged on any invoice not paid with the 60 day limit. A minimum of one month's interest will be charged for

all late payments.

D. On a bi-monthly basis, the CITY shall provide the DISTRICT with a computerized list showing the domestic water consumption for all CITY water customers found within the service area boundary of the DISTRICT.

Section 7. Service Area Boundary

(a) For the purposes of this agreement, the boundaries of the DISTRICT service area shall be defined as follows:

Beginning at a point that is the junction of the East right-of-way line of McCollum Avenue and the boundary of Sinclair Inlet meander line, then NE along McCollum Avenue to the NW right-of-way line of SR304 the NE along SR304 right-of-way approximately 760 feet, then NW to Lafayette Avenue, then SW along Lafayette Avenue to McCollum Avenue, then North along McCollum Avenue to Preble Street, then West along Preble Street to the center of Section 22 T24N R1E, then North (along the center of section line) 360 feet, then West from the center of section line to a point 250 feet East of National Avenue, then North parallel to National Avenue to a point 150 feet South of 1st Street, then West parallel to 1st Street to Oyster Bay Avenue, then South along Oyster Bay Avenue and to SR3, then South along the east margin of SR3 to the South

section line (Section 22, Township 24 North, Range 1 East) then West along the section line to the 1/8 section corner of Section 28, Township 24 North, Range 1 East, then South along said 1/8 section line to Davis Street, then West on Davis Street to Kent Avenue and South on Kent Avenue to the center of section line (Section 28, Township 24 North, Range 1 East) then East of the center line to Sinclair Inlet.

(b) The CITY agrees to not extend service to any resident within the DISTRICT's service area boundaries, except by written permission of the DISTRICT or as may be defined pursuant to R.C.W. 35.13A. The DISTRICT agrees to not extend service or expand its boundaries to any resident beyond the DISTRICT service area boundaries except by written permission of the CITY.

(c) If the DISTRICT chooses to reassign any of its allocated flow to the CITY, the DISTRICT's wholesale rate, and the formula for establishing excess flow charges, shall be adjusted proportionate to the reassignment.

Section 8. Facilities Ownership and Operation Responsibilities

The CITY and DISTRICT with the execution of this agreement acknowledge that ownership of all facilities lying within the DISTRICT and upstream of the CITY's metering stations shall remain the property of the DISTRICT. The CITY assumes no responsibility

for operating, maintaining or replacing the DISTRICT's facilities by this agreement.

At the request of the DISTRICT, the CITY may, at its option based upon available resources, provide additional services to the DISTRICT on a time and materials basis. Other services may include, but not be limited to, operation, maintenance or repair of facilities owned and operated by the DISTRICT, surveys, comprehensive planning, and utility billing.

The CITY reserves the right to construct, use, own and maintain transmission mains and appurtenances for the purposes of conveyance of CITY wastewater from the CITY's system across the DISTRICT to the CITY's Wastewater Treatment Plant, subject to the terms of its existing and future local and state franchise agreements.

Section 9. Transfer Ownership of Facilities

The DISTRICT agrees to discontinue use, vacate, and transfer ownership to the CITY the 21- to 24-inch diameter sewage transmission main, originating at a connection point to the CITY's system at Rodgers Road and Auto Center Way and continuing South along the west side of State Highway No. 3, to a connection point to the CITY's system at the north property line of the CITY's Wastewater Treatment Plant. Together with those collection system mains and appurtenances lying West of SR3 and north of the south

section line of Section 21, Township 24 North, Range 1 East.

The CITY agrees to discontinue use, vacate, and transfer ownership to the DISTRICT the 14- to 21-inch diameter sewage transmission main originating at a connection point with the CITY system at Oyster Bay Blvd. and Arsenal Way and continuing south along the east side and across State Highway No. 3 to a connection point with the City's system at D Street and Bayview Drive.

Section 10. Regulatory Compliance

The DISTRICT agrees to comply with the provisions of all federal, state, and local rules and regulations governing sewage systems and the introduction of prohibitive discharges. The DISTRICT further agrees to insure that DISTRICT customers comply with all federal, state, and local rules and regulations regarding sanitary sewer construction. In the case of discrepancies between rules or regulations, the most stringent shall apply.

Section 11. General Conditions

(a) This document, including the exhibits incorporated herein, embodies the entire agreement between the CITY and the DISTRICT. No verbal agreements or conversations with any officer, agent, or employee of the CITY or DISTRICT prior or subsequent to the execution of this agreement shall affect, or modify any of its

terms or obligations. Deviation of any sort from the agreement terms must be authorized formally, in writing. No other authority for deviation from this agreement will be recognized as prior or official.

The parties expressly reserve the right to renegotiate the provisions hereto, including the terms of this agreement, from time to time as may be necessary and to amend this agreement in response to current and future regulatory or other applicable requirements, provided however, that no alteration or modification of the terms or conditions hereof shall be valid and binding unless made in writing and signed by the authorized representatives of the parties.

(b) This agreement shall be binding upon the successors and assigns of each of the parties. But neither party will assign this agreement without the written consent of the other. This written consent will not be unreasonably withheld, and at execution of this agreement, the CITY understands and accepts that the DISTRICT intends to assign its rights and responsibilities under this contract to Kitsap County at some time in the future.

(c) It is understood that the relationship of the CITY to the DISTRICT is independent. None of the employees or agents of the respective parties shall be considered employees of the other.

(d) Each party warrants and represents that it has authority to enter into this agreement.

(e) All notices to be given by either of the parties hereto to the other party shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, as either certified or regular mail, addressed as specified below, or to such other designate in writing. Notices sent by mail shall be deemed to have been given 48 hours after properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

City: Director of Utilities
 3027 Olympus Drive
 Bremerton, WA 98310

City Clerk
239 Fourth Street
Bremerton, WA 98310

District: Sewer District No. 1
 702 Charlotte Ave S
 Bremerton WA 98312

(f) In the event that any provision herein is declared illegal or invalid, no other provisions of this agreement shall be affected,

and this agreement shall then continue in full force and effect as though such illegal or invalid provisions had not been contained herein.

(g) This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be the Superior Court of Kitsap County, Washington.

(h) The DISTRICT agrees to complete and present to the CITY by December 31, 1993, a complete infiltration and inflow study, and an engineering report/comprehensive plan establishing the DISTRICT's capital needs, estimated costs for construction, and a schedule for construction, to repair any infiltration and inflow problems or other capital deficiencies found within the DISTRICT's system.

(i) The City will agree to defend, and hold the District, and its assigns, harmless from, the pending litigation over the sewer plant, including the costs of litigation. Provided, that if the City is required to provide any capital improvements to the plant, or purchase land to resolve the litigation, the District and its assigns will pay 6.34% of the average annual debt service for this expense.

(j) If either party to this agreement is required to use the

services of an attorney to enforce any provisions in this agreement, the prevailing party in that dispute shall be entitled to an award of costs, and a reasonable attorney's fee.

DATED this 27 day of July, 1992.

CITY OF BREMERTON

BY:

Louis Mentor
LOUIS MENTOR, Mayor

ATTEST:

Kathleen McCluskey
KATHLEEN L. MCCLUSKEY, Clerk

DEPARTMENT APPROVAL:

BY:

William Duffy
WILLIAM DUFFY,
Utilities Director

APPROVED AS TO FORM:

Ian R. Sievers
IAN R. SIEVERS, City Attorney

KITSAP COUNTY SEWER DISTRICT #1

BY:

Lynn A. Johnson
Serge J. ...

STATE OF WASHINGTON)

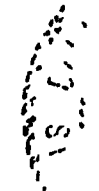
COUNTY OF KITSAP)

: ss.

On this day personally appeared before me Louis Mentor, Bremerton City Mayor, and Kathleen L. McCluskey, Bremerton City Clerk, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for

the uses and purposes therein mentioned.

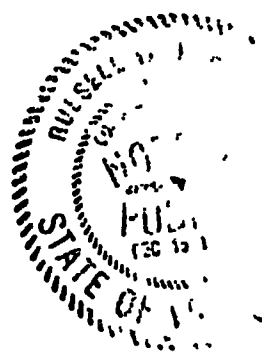
Given under my hand and official seal this 28 day of
July, 1992.



Darlene E. Hermann
Notary Public in and for the State of
Washington, residing at Bremerton.
My Commission Expires: 10-4-94.

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me
JAMES HOOD, LYNN JOHNSON, and
GEORGE MURKER, of Kitsap County Sewer District #1, to me
known to be the individuals described in and who executed the
within and foregoing instrument, and acknowledged that they signed
the same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

Given under my hand and official seal this 6 day of
April, 1992.


[Signature]
Notary Public in and for the State of
Washington, residing at Bremerton.
My Commission Expires: 1-1-92.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 22 PAGES			
2. CONTRACT NO. N4425518C5002		3. SOLICITATION NO.		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC NORTHWEST 1101 TAUTOG CIRCLE SILVERDALE WA 98315-1101				CODE N44255		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		9 - 21		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		3 - 4	X	J	LIST OF ATTACHMENTS		22		
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
X	F	DELIVERIES OR PERFORMANCE		6							
X	G	CONTRACT ADMINISTRATION DATA		7 - 8	L	INSTRS. CONDS., AND NOTICES TO OFFERORS					
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD					
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	04DN7	FACILITY		04DN7		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) * / GOVT POC			
CITY OF BREMERTON * 100 OYSTER BAY AVE N BREMERTON WA 98312-3455											
15B. TELEPHONE NO (Include area code) 360-473-5296				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$864,340.00 EST		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTERED BY (If other than Item 7) See Item 7				CODE		25. PAYMENT WILL BE MADE BY DFAS CLEVELAND ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199-8022				CODE N68732	
26. NAME OF CONTRACTING OFFICER (Type or print) CHARLES D. BENSON TEL: 360-396-0052 EMAIL: chuck.benson@navy.mil						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)				28. AWARD DATE 30-Nov-2017	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Potable Water at NAVHOSP Bremerton FFP	399,740	Each	\$1.00	\$399,740.00 EST
	Price for metered water at the Naval Hospital shall be based on the City's retail water service rate for a six-inch meter (accounts 5352740 & 5352680) as indicated in the City of Bremerton Ordinance provided as Attachment J.1 to this contract. See Attachment J.2 for a listing of accounts and deduct meter sizes for water charges. FOB: Destination				

NET AMT	\$399,740.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Sewer Service at NAVHOSP Bremerton FFP	464,600	Each	\$1.00	\$464,600.00 EST
	Price for sewage at Naval Hospital Bremerton, (account 5352690) shall be based upon the City's retail wastewater service rate "Commercial 1" as shown on Attachment J.1 for rates and J.2 for cacluations. FOB: Destination				

NET AMT	\$464,600.00 (EST.)
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Section C - Descriptions and Specifications

DESCRIPTION OF SERVICE

C.1 General Requirements: The contractor shall provide all labor, supervision, tools, equipment, and transportation necessary to provide for services under this contract.

C.2 Premises to be Served:

Naval Hospital Bremerton
Buildings 01, 17, 87, and the Satellite Pharmacy
Boone Road
Bremerton, WA

C.3 Points of Delivery (P.O.D.):

CLIN – 0001 - Water shall be supplied by the City of Brremerton to the Naval Hospital via the two connections at Jackson Park Housing (contract N44255-18-C-5001). One P.O.D. is located near the southwesterly corner of Jackson Park Housing at Austin Drive and Olding Road, easterly along Olding Road approximately 400 feet. This P.O.D. is a 10” diameter supply pipe with a 10” meter. The second P.O.D. is located near the southeasterly corner of Jackson Park Housing, approximately 100 feet beyond Root Court and this is the 8” supply pipe and meter. The water used at the hospital is measured at the 6” meter found under account 5352740, (See the map in Attachment J.3)

CLIN – 0002 – Account 5352690, Wastewater shall be received and metered by the City of Bremerton at the POD. near the City’s lift station #16 at the easterly end of Dowell Road.

C.4 Estimated Service:

CLIN 0001 - WATER	
Estimated annual volume:	20,000 HCF
CLIN 0002 - SEWER	
Estimated annual Volume:	10,000 HCF

C.5 Service to be Rendered:

WATER: The City shall provide at its expense all necessary facilities and permits required to connect the City of Bremerton water distribution system to the Government water system at the points of delivery specified in this contract for the purpose of providing reliable water service to Naval Hospital Bremerton. The City shall take all reasonable efforts to provide a peak fire flow demand (combined from both P.O.D.’s) of 3750 gpm at a residual pressure of approximately 75 psig at the Root Court connection and a residual pressure of approximately 40 psig at the Olding Road connection. The city shall maintain a minimum normal pressure range within 10% of these pressures at the respective P.O.D.s.

The water supplied will be clear, potable, and safe for human consumption. The water supplied shall be in accordance with the applicable standards as promulgated by, and as may be revised by, Federal, state, and local agencies having regulatory authority.

SEWER: The City shall provide at its expense all necessary facilities and permits required to receive, carry, treat, and dispose of sewage from Naval Hospital Bremerton at the point of delivery specified in this contract. The City shall receive, carry, treat, and dispose of sewage in a manner, and by such means, as will not constitute a hazard to the public health. The City shall operate its sewage facilities in conformity with applicable laws, rules, and regulations as promulgated by, and as may be revised by, Federal, state, and local agencies having regulatory authority.

C.6 Term of Service: This contract shall be in effect for a period of ten (10) years commencing on 1 December 2017, (the day after the previous contract for services expires). or until terminated at the option of the Government by giving written notice to the City of Bremerton not less than 30 days in advance of the effective date of termination.

C.7 Rate Schedule: Water and Sewer rates charged on this contract shall be in accordance with the City of Bremerton's current rates and charges as shown in "Assessments, Rates, Fees, and Charges" provided as Attachment J.1. This rate schedule may also be found at the city's website at the following link:

<http://www.ci.bremerton.wa.us/524/Utility-Billing>

Water charges at Bremerton Naval Hospital shall be based upon the retail rate for the six (6) inch meter, Inside City Limits and using the Non-Residential Commodity Charge". Bremerton Naval Hospital is considered "Commercial I" for wastewater services

Attachment J.2 provides a listing of water and sewer account information and Attachment J.3 provides a map of the Hospital site and meter locations.

End of Section C

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-NOV-2027	399,740	NAVFAC NORTHWEST CHARLES D. BENSON 1101 TAUTOG CIRCLE SILVERDALE WA 98315-1101 360-396-0052 FOB: Destination	N44255
0002	30-NOV-2027	464,600	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44255

Section G - Contract Administration Data

ACCOUNT & INVOICE INFORMATION

G.1 Payments: The City shall be paid by the designated disbursing office for services furnished under the contract at the rates specified. All bills for regular monthly service shall be paid according to the Prompt Payment Act. The Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the City under like conditions of service. The Government shall notify the City, in writing, within 30 days following receipt of any disputed billing. The Government may pay the disputed billings in full under protest, pending a negotiated resolution pursuant to an appropriate audit, if required, and in accordance with the Disputes Clause of the contract.

G. 2 Invoices: Invoices for water and sewage service provided under CLINS 0001 and 0002 shall contain statements of the meter readings at the beginning and end of the billing period, including the consumption during the billing period. Invoices will also clearly state the negotiated rate(s) or City rate applied to the appropriate CLINs. The fixed and volumetric components of the appropriate rate(s) shall be clearly identified. Navy contract number, N44255-18-C-5002, the individual city utility account and applicable meter numbers shall also be clearly presented on the invoice. Water and sewage billing shall be on a monthly basis.

All copies of invoices shall be submitted directly to the following address:

COMMANDING OFFICER, CODE 08
NAVAL HOSPITAL , ONE BOONE ROAD
BREMERTON, WA 98312-1898

G.3 Other Communication: All other communication regarding this contract shall be addressed as follows:

Utility Service Provider	City of Bremerton Attn: Public Works Department 100 Oyster Bay Ave N Bremerton, WA 98312-3455
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Government:	Department of Navy Naval Facilities Engineering Command Northwest Attention: Utilities Contracts 1101 Tautog Circle Silverdale, WA 98315-1101
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G.4 Accounting and Appropriation Data: The Certifying Official shall cite funding for recurring services on each invoice. Nonrecurring services will normally be procured through contract modification and shall be separately invoiced.

G.5 Base Access and Security Requirements:

5.1 Navy Installations Access - The Contractor shall ensure that all security/entrance clearances are obtained. All Contractor employees shall obtain the required employee and vehicle passes. Employee badges may be obtained either by visiting the Pass and ID Office daily to obtain a pass or utilizing the Defense Biometric Identification System (DBIDS). More information on DBIDS can be found at <https://www.cnmc.navy.mil/om/dbids.html> . The Contractor is responsible for filling out all forms and providing all information necessary to request passes and/or badges. Heightened security requirements may cause unexpected delays. The Contractor is responsible for requesting badges in a timely manner. Each employee shall wear the Government issued badge over the front of the outer clothing. When working on site, if wearing the badge would be a safety hazard, the individual may remove the badge but shall retain it in his/her possession to show if

challenged. When an employee leaves the Contractor's or subcontractor's service, the employee's pass and/or badge shall be returned to the Government. Upon completion of the work, the Contractor shall return all identification items issued to him during the course of the contract. The Contractor shall provide accompanied escorts for contractor and subcontractor personnel as needed to meet installation security requirements. Contractor or subcontractor personnel who do not possess permanent access credentials shall not be left unattended.

5.2 Camera, Video and Recording Equipment — No camera, video, or recording equipment may be brought aboard an Activity without submission and approval of camera/video/recording (Camcorder) equipment permit. The request must be submitted to the Activity Energy Manager/COR via the Contracting Officer.

5.3 Radio Transmitter Restrictions — Conform to the restrictions and procedures for the use of radio transmitting equipment, as directed. Do not use transmitters without prior approval.

G.6 Rate Changes: The City shall notify the Navy of any rate changes as far in advance as is reasonable. Changes in rates or terms and conditions of service are subject to the provisions of FAR Clause 52.241-8, "Change in Rates or Terms and Conditions of Service for Unregulated Services (Feb 1995).

CLAUSES INCORPORATED BY FULL TEXT

252.204-0008 CONTRACT-WIDE: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified below:
ACRN Order

LOA will be cited at time of payment.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.241-11	Multiple Service Locations	FEB 1995
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

252.241-7001 Government Access
 252.243-7002 Requests for Equitable Adjustment

DEC 1991
 DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (SEPT 2016) ALTERNATE I (FEB 1999)

Notice. The following terms of this clause are waived for this contract: NA .

(a) Definitions. As used in this clause--

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this

clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized

records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) ALTERNATE I (JUL 2014)

Notice: The following term(s) of this clause are waived for this contract: -----NA

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS

SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-1 DISPUTES. (MAY 2014) -- ALTERNATE I (DEC 1991)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, 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 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, 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) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(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 authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person 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 41 U.S.C. chapter 71.

(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 ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(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 or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

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

(a) For the period of 10 years commencing on 30 November 2017 and ending 29 November 2027 the Contractor agrees to furnish and the Government agrees to purchase Water and Sewer utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

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

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

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

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service

furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than **3%** percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than **28** days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding **5** year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than **3%** percent slow or fast.

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

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

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than **24** hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

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

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

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

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

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

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

the issuance of a contract modification.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/?q=browsefar>

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2)

of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items," defined in the EAR as ``commodities", ``software", and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CONTRACT ATTACHMENTS

The following documents are appended to the contract and do not increase or alter the page count shown throughout the rest of contract document.

Attachment J.1 City of Bremerton “Assessments, Rates, Fees, and Charges Effective July 1, 2017”

Attachment J.2 Accounts and Adjustments for Naval Hospital Bremerton

Attachment J.3 Naval Hospital Bremerton Base map with meter locations

**ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017**

	2017	2018
	Inside/Outside City Limits	Inside/Outside City Limits
<u>GENERAL FACILITY CHARGES*</u>		
Water based on meter size average normal flow		
5/8" x 3/4" Residential and Commercial	\$4,448.58	\$5,880.00
1" Residential	\$4,448.58	\$5,880.00
1" Commercial	\$6,094.59	\$8,056.00
1 1/2" Commercial	\$35,587.67	\$47,040.00
2" Commercial	\$35,587.67	\$47,040.00
3" Commercial	\$88,969.18	\$117,600.00
4" Commercial	\$177,938.37	\$235,200.00
Greater than 4"	Case by Case basis	Case by Case basis
Wastewater based on meter size average normal flow		
5/8" x 3/4" Residential and Commercial	\$5,714.91	\$6,863.00
1" Residential	\$5,714.91	\$6,863.00
1" Commercial	\$7,086.43	\$8,510.00
1 1/2" Commercial	\$40,004.40	\$48,041.00
2" Commercial	\$40,004.40	\$48,041.00
3" Commercial	\$102,868.46	\$123,534.00
4" Commercial	\$205,736.92	\$247,068.00
Greater than 4"	Case by Case basis	Case by Case basis
Stormwater (per IHSU)	\$2,443.00	\$3,157.00

The Seattle Construction Index (SCI) set forth in BMC 15.06.020 shall not be applied to the January 1, 2017, and January 1, 2018, general facility charges unless approved by City Council.

	2017	2017
	Inside City Limits	Outside City Limits
<u>CONNECTION FEES</u>		
Water Connection Fees		
5/8" x 3/4"	\$2,710.00	\$4,065.00
1"	\$2,922.00	\$4,383.00
1 1/2"	\$6,190.00	\$9,285.00
2"	\$7,003.00	\$10,505.00
3" - 4" x 4" - Service to property line	\$13,038.00	\$19,557.00
3" - 4" x 6" - Service to property line	\$13,216.00	\$19,824.00
3" - 4" x 8" - Service to property line	\$13,536.00	\$20,305.00
3" - 4" x 10" - Service to property line	\$15,225.00	\$22,838.00
3" - 4" x 12" - Service to property line	\$13,279.00	\$19,919.00
4" - 4" x 4" - Service to property line	\$14,412.00	\$21,619.00
4" - 4" x 6" - Service to property line	\$14,591.00	\$21,886.00
4" - 4" x 8" - Service to property line	\$14,912.00	\$22,367.00
4" - 4" x 10" - Service to property line	\$16,599.00	\$24,899.00
4" - 4" x 12" - Service to property line	\$16,605.00	\$24,906.00
6" - 6" x 6" - Service to property line	\$17,476.00	\$26,214.00
6" - 6" x 8" - Service to property line	\$17,797.00	\$26,695.00
6" - 6" x 10" - Service to property line	\$19,485.00	\$29,227.00
6" - 6" x 12" - Service to property line	\$19,485.00	\$29,227.00
8" - 8" x 8" - Service to property line	\$23,150.00	\$34,725.00

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
8" - 8" x 10" - Service to property line	\$24,909.00	\$37,363.00
8" - 8" x 12" - Service to property line	\$24,909.00	\$37,363.00
10" - 10" x 10" - Service to property line	\$28,312.00	\$42,468.00
10" - 10" x 12" - Service to property line	\$28,811.00	\$43,216.00
Greater than 12"	Actual Time & Materials	Actual Time & Materials
Wet Tapping (Water Main Only)*		
4" x 4" - excluding excavation & backfill	\$3,075.00	\$4,613.00
4" x 6" - excluding excavation & backfill	\$3,253.00	\$4,879.00
4" x 8" - excluding excavation & backfill	\$3,574.00	\$5,360.00
4" x 10" - excluding excavation & backfill	\$5,262.00	\$7,893.00
4" x 12" - excluding excavation & backfill	\$5,267.00	\$7,900.00
6" x 6" - excluding excavation & backfill	\$3,485.00	\$5,226.00
6" x 8" - excluding excavation & backfill	\$3,805.00	\$5,707.00
6" x 10" - excluding excavation & backfill	\$5,494.00	\$8,240.00
6" x 12" - excluding excavation & backfill	\$5,494.00	\$8,240.00
8" x 8" - excluding excavation & backfill	\$4,451.00	\$6,675.00
8" x 10" - excluding excavation & backfill	\$6,211.00	\$9,316.00
8" x 12" - excluding excavation & backfill	\$6,330.00	\$9,495.00
10" x 10" - excluding excavation & backfill	\$7,077.00	\$10,614.00
10" x 12" - excluding excavation & backfill	\$7,547.00	\$11,321.00
12" x 12" - excluding excavation & backfill	\$7,457.00	\$11,186.00
2" - service to property line	\$3,783.00	\$5,674.00
4" x 4" - service to property line	\$8,992.00	\$13,487.00
4" x 6" - service to property line	\$9,171.00	\$13,756.00
4" x 8" - service to property line	\$9,491.00	\$14,237.00
4" x 10" - service to property line	\$11,179.00	\$16,768.00
4" x 12" - service to property line	\$11,184.00	\$16,776.00
6" x 6" - service to property line	\$9,061.00	\$13,592.00
6" x 8" - service to property line	\$9,382.00	\$14,072.00
6" x 10" - service to property line	\$11,071.00	\$16,606.00
6" x 12" - service to property line	\$11,071.00	\$16,606.00
8" x 8" - service to property line	\$10,388.00	\$15,581.00
8" x 10" - service to property line	\$12,148.00	\$18,222.00
8" x 12" - service to property line	\$12,147.00	\$18,220.00
10" x 10" - service to property line	\$13,672.00	\$20,508.00
10" x 12" - service to property line	\$14,170.00	\$21,255.00
12" x 12" - service to property line	\$15,077.00	\$22,615.00
Fire Hydrant Installation*		
6" x 8" and smaller - service to property line	\$11,731.00	\$17,597.00
6" x 10" - service to property line	\$13,420.00	\$20,130.00
6" x 12" service to property line	\$13,420.00	\$20,130.00
<u>PLAN CHECK/INSPECTION FEES</u>		
Engineering Services**		
Plan Check Fees		
Main Extensions: per foot	\$0.30	\$0.44
BUT not less than	\$249.00	\$374.00
(Includes hydrants and appurtenances and connection to water system)		

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
Pump Stations	\$626.00	\$939.00
Fireline Extension	\$100.00	\$150.00
Irrigation Systems	\$100.00	\$150.00
Miscellaneous (per hour)	\$83.00	\$124.00
Storm Drainage Plan Review Fees ***		
Preliminary Drainage Plans		
Residential Development	\$387.00	N/A
Non-Residential Development	\$268.00	N/A
Plus per IHSU	\$11.65	N/A
Final Detailed Drainage Plans		
Residential Development (per lot)		
0 - 20 Lots	\$41.93	N/A
21 - 50 Lots	\$30.29	N/A
51 - 100 Lots	\$26.80	N/A
100+ Lots	\$23.30	N/A
Minimum Charge	\$297.00	N/A
Non-Residential Development		
per IHSU	\$23.30	N/A
Minimum Charge	\$356.00	N/A
Resubmittal Fees		
First Resubmittal	No Charge	N/A
Subsequent Resubmittal	\$297.00	N/A
Field Inspection Fees		
Water main extensions (per foot)	\$1.32	\$1.98
but not less than:	\$487.00	\$731.00
Pump Station	\$642.00	\$963.00
Miscellaneous (per hour)	\$83.00	\$124.00
Wastewater Connection Fees		
Lateral Connection at P/L	\$83.00	\$124.00
Lateral Connection at Main	\$314.00	\$472.00
Conveyance Facility Ext. (Per Foot)	\$1.74	\$2.60
but not less than:	\$379.00	\$568.00
Pump Station	\$630.00	\$945.00
Miscellaneous (per hour)	\$83.00	\$124.00
Storm Drainage Inspection Fees ***		
Residential Development (per lot)	\$17.48	N/A
Non-Residential Development (per IHSU)	\$17.48	N/A
Minimum Charge	\$179.00	N/A
Conveyance Facility Extensions (per foot)	\$0.93	N/A
Minimum Charge	\$356.00	N/A
Unscheduled Inspections**** (per site visit)	\$83.00	N/A
<u>MISCELLANEOUS FEES AND CHARGES</u>		
Office Services		
New Account (includes water turn-on)	\$20.00	\$20.00
Account Maintenance	\$5.00	\$5.00
Past Due Notice	\$3.00	\$3.00
Lien Recovery Charge	\$102.00	\$102.00
Close Account/Meter Read/Water Service Turn- off	\$20.00	\$20.00

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
Utility/Lien Search Fee (Manual) per parcel	\$31.00	\$31.00
Park Reservation Fee (non-refundable)	\$102.00	\$102.00
Field Services		
Pavement Restoration Charge (refundable, if assessed and not required)		
Asphalt Patch	\$709.00	\$1,063.00
Concrete Patch	\$1,274.00	\$1,911.00
Asphalt Trench	\$1,615.00	\$2,423.00
Concrete Trench	\$1,632.00	\$2,447.00
County Road Permit	N/A	Cost
Water Meter Installation		
3/4" & 1"	\$148.00	\$148.00
1-1/2" & 2"	\$229.00	\$229.00
3" and greater	Actual Time & Materials	Actual Time & Materials
Water Meter Reactivation- Snowbirds	\$51.00	\$51.00
Water Meter Tampering		
Tampering Fee	\$255.00	\$255.00
Tampering Repair	Actual Time & Materials	Actual Time & Materials
Fire Service - Detector, Meter & MXU	\$470.00	\$470.00
Storz Adapter	\$242.00	\$242.00
Water Service Turn-off/Turn-on (Customer Request)		
Regular Hours	\$41.00	\$41.00
After Hours	\$186.00	\$186.00
Delinquency Notice	\$20.00	\$20.00
Water Service Turn-off/Turn-on (Delinquent Accounts)		
Regular Hours	\$61.00	\$61.00
After Hours	\$186.00	\$186.00
Flow and Pressure Test (Uncertified)		
3/4" & 1" meters only	\$83.00	\$83.00
1-1/2" & 2" meters only	\$151.00	\$151.00
Larger than 2"	Actual Time & Materials	Actual Time & Materials
Meter Test Fee (based on meter size)		
3/4" & 1"	\$186.00	\$186.00
1-1/2" & 2"	253.00	\$253.00
3" or greater	Actual Time & Materials	Actual Time & Materials
Utility Plant Locates		
Regular Hours	No Charge	No Charge
After Hours	\$186.00	\$186.00
Emergency	No Charge	No Charge
Utility Compliance Specialist		
Inspection	\$83.00	\$83.00
Administration Fee	\$35.00	\$35.00
Utility Labor Rate Hourly (Equipment not included)	\$67.00	\$67.00

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
<u>RETAIL WATER SERVICE RATES</u>		
General Service - Monthly Service Charge		
Meter Size		
5/8 x 3/4 inches	\$12.84	\$19.26
1 inch	\$14.68	\$22.03
1 1/2 inch	\$20.87	\$31.31
2 inch	\$28.04	\$42.06
3 inch	\$53.20	\$79.80
4 inch	\$98.86	\$148.29
6 inch	\$351.51	\$527.27
8 inch	\$1,284.01	\$1,926.02
10 inch	\$4,579.50	\$6,869.23
12 inch	\$17,215.80	\$25,823.70
Residential Commodity Charge (per HCF)		
Per HCF/Month	\$2.22	\$3.33
Non - Residential Commodity Charge (per HCF)	\$2.00	\$3.00
Fire Protection - Monthly Service Charge		
Service Size		
1 inch	\$26.65	\$39.97
1 1/2 inch	\$40.11	\$60.17
2 inch	\$52.15	\$78.23
3 inch	\$57.46	\$86.21
4 inch	\$62.64	\$93.95
6 inch	\$78.18	\$117.27
8 inch	\$104.09	\$156.13
10 inch	\$145.66	\$218.49
12 inch	\$208.09	\$312.13
Commodity Charge (per HCF)	\$4.02	\$6.02
- For Usage Other Than Firefighting		
Low-Income Senior and Low-Income Disabled Citizen		
- Monthly Service Charge		
Base Charge (per account) 5/8" x 3/4"	\$12.84	\$19.26
Base Charge (per account) 1"	\$14.68	\$22.03
Commodity Charge		
0 - 5 HCF/Month	No Charge	No Charge
Over 5 HCF/Month	\$2.22	\$3.33
Temporary/Construction Meter		
1" Meter		
Deposit	\$300.00	\$300.00
Base Fee (per month)	\$14.68	\$22.03
Set Up Fee & Removal Fee	\$296.00	296.00
Hydrant meter (3" Meter)		
Deposit	\$2,000.00	\$2,000.00
Base Fee (per month)	\$53.20	\$79.80
Set Up Fee	\$296.00	\$296.00
Equipment Loss/Damage	Actual Time & Materials	Actual Time & Materials
Commodity Charge (per HCF)	\$2.00	\$3.00
City Parks and Recreation Dept. - Irrigation		
Commodity Charge (per HCF)	\$1.00	N/A

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
Gold Mountain Golf Course Complex - Irrigation		
Commodity Charge (per HCF)	\$1.36	N/A
<u>RETAIL WASTEWATER SERVICE RATES</u>		
Monthly Service Charge		
Single Family		
Base Charge (per account)	\$34.24	\$51.36
Commodity Charge (per HCF)	\$4.59	\$6.89
Duplex on 1 Meter or 2 Bldgs. on 1 Meter		
Base Charge (per unit)	\$27.12	\$40.68
Commodity Charge (per HCF)	\$4.59	\$6.89
Multi - Family		
Base Charge (per unit)	\$27.12	\$40.68
Commodity Charge (per HCF)	\$4.59	\$6.89
Low-Income Senior and Low-Income Disabled Citizen		
Base Charge (per account)	\$21.24	\$32.26
Commodity Charge (per HCF)		
0 - 5 HCF/Month	No Charge	No Charge
Over 5 HCF/Month	\$4.59	\$6.89
Commercial I		
Base Charge (per account)	\$50.61	\$75.93
Commodity Charge (per HCF)	\$4.73	\$7.10
Commercial II		
Base Charge (per account)	\$50.99	\$76.48
Commodity Charge (per HCF)	\$6.06	\$9.09
Commercial III		
Base Charge (per account)	\$51.49	77.24
Commodity Charge (per HCF)	\$7.40	\$11.10
Commercial IV		
Base Charge (per account)	\$51.99	\$77.99
Commodity Charge (per HCF)	\$8.74	\$13.11
Commercial V		
Base Charge (per account)	\$57.19	\$85.80
Commodity Charge (per HCF)	\$10.93	\$16.40
Commercial VI		
Base Charge (per account)	\$62.91	\$94.37
Commodity Charge (per HCF)	\$13.66	\$20.49
Commercial VII		
Base Charge (per account)	\$69.20	\$103.80
Commodity Charge (per HCF)	\$15.95	\$23.93
Commercial Special		
Base Charge (per account)	\$76.12	\$114.18
Commodity Charge (per HCF)	\$21.35	\$32.00
Beverage Production		
Base Charge (per account)	\$51.49	\$77.24
Commodity Charge (per HCF)	\$4.81	\$7.21
Commercial Fountains - Separately Metered		
Base Charge (per account)	\$50.61	\$75.93
Commodity Charge (per HCF)	\$1.56	\$2.34

ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE July 1, 2017

	2017	2017
	Inside City Limits	Outside City Limits
Septage Disposal (per gallon of tank capacity)	\$0.26	\$0.38
Leachate Per Gallon of Tank Capacity		
Individual Residential Grinder Pumps		
Grinder Pump Surcharge	\$11.03	\$16.55
Low-Income Senior and Low-Income Disabled		
Grinder Pump Surcharge	\$8.28	\$12.42
<u>RETAIL STORMWATER RATES</u>		
Monthly Service Charge		
Residential I (Single Family/Duplex)		
Base Charge (per account)	\$13.73	N/A
Exception: Duplex		
with 2 Meters (per account)	\$6.90	N/A
Residential II - SW Impact Fee (per IHSU)		
50% of the Res I Base Charge	\$6.87	N/A
Residential III - SW Impact Fee (per IHSU)		
100% of the Res I Base Charge	\$13.73	N/A
Commercial I		
Base Charge (per IHSU)	\$13.73	N/A
Commercial II - SW Impact Fee (per IHSU)		
50% of the Comm I Base Charge	\$6.87	N/A
Commercial III - SW Impact Fee (per IHSU)		
100% of the Comm I Base Charge	\$13.73	N/A
Public School Districts (per account)	\$13.73	N/A
Low-Income Senior and Low-Income Disabled Citizen		
Base Charge (per account)	\$8.36	N/A
Multi - Family & Commercial Rate Adjustment		
Water Quality (per IHSU)	\$1.52	N/A
Water Quantity (per IHSU)	\$4.59	N/A
Stormwater Penalty		
New Multi - Family & Commercial		
development without on-site detention		
Charge (per IHSU)	\$3.04	N/A

* Pavement Restoration Charge May Also Be Assessed.

** Fees include original review and one resubmittal review.

Additional reviews will be charged at miscellaneous hourly rate (above).

*** Does not apply to single family residence or duplex construction on an existing established lot.

**** (Unscheduled inspections shall be tracked through the course of a project and billed after the final site inspection. Fees for unscheduled inspections shall be paid prior to final occupancy approval.)

N/A when noted means "not applicable."

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ASSESSMENTS, RATES, FEES, AND CHARGES
EFFECTIVE January 1, 2016, January 1, 2017 and January 1, 2018
Inside and Outside City Limits

GENERAL FACILITY CHARGES

Water based on meter size average normal flow	2016	2017	2018
5/8" x 3/4"	\$ 3,016.92	\$ 4,448.58	\$ 5,880.00
1"	\$ 3,016.92	\$ 4,448.58	\$ 5,880.00
1" Commercial	\$ 4,133.18	\$ 6,094.59	\$ 8,056.00
1 1/2" Commercial	\$ 24,135.35	\$ 35,587.67	\$ 47,040.00
2" Commercial	\$ 24,135.35	\$ 35,587.67	\$ 47,040.00
3" Commercial	\$ 60,338.37	\$ 88,969.18	\$ 117,600.00
4" Commercial	\$ 120,676.74	\$ 177,938.37	\$ 235,200.00
Greater than 4"		Case by Case basis	Case by Case basis
Wastewater based on meter size average normal flow			
5/8" x 3/4"	\$ 4,566.83	\$ 5,714.91	\$ 6,863.00
1"	\$ 4,566.83	\$ 5,714.91	\$ 6,863.00
1" Commercial	\$ 5,662.87	\$ 7,086.43	\$ 8,510.00
1 1/2" Commercial	\$ 31,967.80	\$ 40,004.40	\$ 48,041.00
2" Commercial	\$ 31,967.80	\$ 40,004.40	\$ 48,041.00
3" Commercial	\$ 82,202.92	\$ 102,868.46	\$ 123,534.00
4" Commercial	\$ 164,405.83	\$ 205,736.92	\$ 247,068.00
Greater than 4"	Case by Case basis	Case by Case basis	Case by Case basis
Stormwater (per IHSU)	\$ 1,731.00	\$ 2,443.00	\$ 3,157.00

The GFCs shall be effective January 1, 2016, January 1, 2017, and January 1, 2018 as noted, except that:

- 1) Projects with a complete building permit application or site development permit application which includes utility services filed with the City on or before December 31, 2015, or projects with land use approval granted by the City on or before December 31, 2015, shall be vested to the GFCs in effect on the date of filing the completed application or the date approval is granted if that amount is lower than the current rate.
- 2) The Seattle Construction Index (SCI) set forth in BMC 15.06.020 shall not be applied to the January 1, 2016, January 1, 2017 and January 1, 2018 charges unless otherwise approved by City Council.

CITY OF BREMERTON
NAVY UTILITY CONTRACTS

Accounts and Adjustments for Naval Hospital Bremerton

BUILDING	ACCOUNT	METER #	METER SIZE/SERVICE	Sewer Service Type Volume
<u>Water:</u>				
B-01 Hospital - Primary	5352740	73251294	6" Domestic	C1 Water Meter
B-01 Hospital – Back-up	5352680	73251293	6" Domestic	C1 Water Meter
B-01 Hospital	5352700	68667273	1" Cooling Water	None*
B-01 Hospital	5352720	80206322	1" Boiler Make-up	None*
B-17 Clinic	5352890	74263032	4" Domestic/Sewer	C1 Water Meter
B-87 Optics Lab	5352480	63693040	1" Domestic/Sewer	C1 Water Meter
JP-01 Satellite Pharmacy	5352370	63220696	1" Domestic/Sewer	C1 Water Meter
<u>Sewer:</u>				
B-01 Hospital	5352690	00000079	Calculated from (4) water meters**	

Notes

*These accounts are not billed to the Hospital and are included in the Jackson Park Housing meter reading (Contract N44255-18-C-5001)

** The sewer account is calculated by adding the meter readings from the Primary and Back-up domestic water accounts at subtracting the Cooling and Boiler Make-up usage for Building 01 - Hospital.

