ATTACHMENT JA1

Fort Knox Potable Water Utility System

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JA1 Fort Knox Potable Water Utility System

JA1.1 Fort Knox Overview

The U.S. Army Garrison at Fort Knox is located roughly 36 miles southwest of Louisville and 14 miles northwest of Elizabethtown, Kentucky. The Army's main cantonment and range areas cover over 109,000 acres spread across Hardin, Bullitt and Nelson counties. The Federal government acquired the initial portion of the Installation in 1903 for the purpose of conducting Army maneuvers. Named for Major General Henry Knox, the first Secretary of War, Camp Knox was established in 1918 as an artillery training center to provide military training to personnel in response to the US involvement in World War I. Camp Knox was later designated Fort Knox in 1933.

In 1936 the U.S. Treasury Department began construction of the U.S. Bullion Depository and the Gold Vault opened in January 1937. During World War II, the U.S. Bullion Depository continued to operate at Fort Knox, receiving more and more shipments of the country's gold reserves. The Gold Vault was also used to store and to safeguard the English crown jewels and the Magna Carta, along with the gold reserves of several of the countries of occupied Europe. In December 1941, the Gold Vault also received the original documents of the Constitution, the Bill of Rights, and the Declaration of Independence for safekeeping. These historic documents left Fort Knox on Oct 1, 1944, and were returned to Washington DC for public display.

The Army created its first armored force at Fort Knox in 1940 and as a result the Installation is often referred to as "the Home of Armor". During World War II, four combat armored divisions were trained at Installation. Since first established in 1918, Fort Knox has played a key role in the development of military tactics, doctrine, and equipment, and has been an integral part of the training establishment for the active Army and Army Reserve.

Today, the Armor Center and School is the largest organization on Fort Knox and performs the mission of training all armor Soldiers and Marines. The Army Recruiting Command headquarters conducts the mission of bringing men and women into the U.S. Army. Additionally, the Eastern Region of the ROTC is headquartered at Fort Knox. The Army Accessions Command has personnel on post and will relocate the headquarters here as a result of the BRAC decisions of 2005. Units located on Fort Knox are considered "Partners in Excellence" and include active duty Army organizations, Army Reserve, National Guard and the U.S. Marine Corps.

According to current information published by Fort Knox (http://www.knox.army.mil/), the Installation supports a total population of over 23,000 Soldiers, family members and civilians.

JA1.1.1 Army Family Housing

Fort Knox recently privatized the Army Family Housing on Post to Knox Hills, a partnership between Fort Knox and Actus Lend Lease. This Residential Community Initiative (RCI) transfers ownership and maintenance responsibility of all of the housing units to a private contractor. Under this RCI agreement, Knox Hills will also remodel, renovate, demolish some structures and build new units in multiple phases over the initial years of the 50-year contract term. It should be pointed out that this RCI initiative does not involve the transfer of land nor does it include the transfer process.

the existing potable water utility system components within the housing areas. The existing distribution system components in the housing areas which have not been renovated have been retained by the Government and are, therefore, included as part of this UP action. The ownership of the new potable water utility system components in the housing areas will be transferred from Knox Hills to Fort Knox for ownership, operation and maintenance and will also be part of the utility privatization action. It is important to note that the RCI process will result in some reconfiguration of the remaining housing areas with resultant changes in the utility systems serving those neighborhoods. The utility system owner should expect to be very much involved in these future changes.

JA1.2 Potable Water Utility System Description

JA1.2.1 Potable Water Utility System Fixed Equipment Inventory

Fort Knox's potable water utility system consists of all appurtenances physically connected to the system from the point in which the Government ownership currently starts to the point of demarcation defined by the real estate instruments. Generally, the point of demarcation will be the building footprint. The system may include, but is not limited to, the raw water wells, the surface water intake structures at the dams, the low lift pump station (LLPS), the water treatment plants (WTP), the clear wells, the high lift pump stations (HLPS), the booster pump station (BPS), the elevated water storage tanks and the distribution lines including raw water and finished water transmission lines and the service laterals. The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the potable water utility system. The Offeror shall base the proposal on site inspections, information in the bidders' library, other pertinent information, and to a lesser degree the following description.

Ownership of the potable water system utility components including, but not limited to, the raw water wells, the surface water intake structures at the dams, the LLPS, the WTP facilities, the clear wells, the HLPSs, the BPS, the elevated water storage tanks and the distribution lines including raw water and finished water transmission lines and the service laterals will be transferred to the Utility Privatization (UP) Contractor. There are currently no plans to transfer any land ownership inside the main cantonment area. An easement will be provided for the land on which the potable water system structures are located (i.e., the pump stations, the water storage tanks, etc.). Fort Knox will retain all its water rights. All structures transferred must comply with the Installation's fire protection and security standards.

Specifically excluded from the potable water utility system privatization package:

- > The Army-owned dams and impoundment structures at McCracken Spring and Otter Creek
- Raw water intake structures which are contained within the dams
- ➤ Golf course / landscaping irrigation systems
- > Swimming pool facilities
- ➤ Wash rack facilities



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The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the potable water utility system. The description and inventory were developed based on the best available data.

The Offeror shall base its proposal on site inspections, information in the technical library, and other pertinent information, as well as the following description and inventory. If after award the Offeror identifies additional inventory not listed in Section JA1.2.1.4, the Offeror may submit to the Contracting Officer a request for an equitable adjustment. If the Offeror determines that the inventory listed in Section JA1.2.1.4 is overstated, the Offeror shall report the extent of the overstatement to the Contracting Officer, in accordance with Section C.11.1, *Due Diligence Adjustment*.

Generally, the Government uses the following useful lives in determining the value of the potable water utility system to be privatized:

Component	Useful Life
Raw water wells – structures	75 Years
Raw water wells – pumps / control systems	25 Years
WTP – Structures	75 years
WTP - Pumps / Control Systems	25 years
Pipe and services	50 years
Meters, main valves and hydrants	25 years
Water storage tanks	75 years
Pump Station – Structure	75 years
Pump Station - Pumps / Control Systems	25 years
SCADA and Cathodic Protection	25 years

JA1.2.1.1 System Description

Fort Knox's potable water utility system includes 13 groundwater wells, two raw water intake structures at the dams, a low-lift pumping station, 48,700 linear feet (LF) (9.2 miles) of raw water line, two WTP facilities, three clear wells, two high lift pump stations, one booster pump station, eight elevated storage tanks, the main cantonment area's potable water distribution system which includes roughly 810,329 LF (153.5 miles) of potable water distribution pipe and the range areas' potable water distribution systems which include roughly 48,397 LF (9.2 miles).

For the purposes of this document, Fort Knox's potable water system has been divided into the following four components: (1) raw water supply sources, (2) the WTP facilities, (3) the main cantonment area's water distribution and storage and (4) the range areas' water distribution systems. The schematic diagram of Fort Knox's potable water utility system is included in the Offeror's Technical Library.

Raw Water Supply Sources

The raw water is taken from four primary sources: the Otter Creek, the McCracken Spring Taylor Army-owned ground water wells and 3 leased ground water wells. The Otter Creek and McCracken Spring facilities, located southwest of the main cantonment area, are the primary 020

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sources of water to the Central WTP. Raw water from the West Point well field located north of the main cantonment area along the Ohio River can also be pumped to the Muldraugh WTP via a 24-inch cast iron line or a 14-inch ductile iron line leased by the Army from Hardin County Water District No. 1 (HCWD No. 1) to the Central WTP. The Army's 13 ground water wells and the 3 leased wells are the primary sources of raw water to the Muldraugh WTP.

A small impoundment and concrete dam structure below the McCracken Spring provides surface water to the Otter Creek pumping station (PS), via a gravity feed 16-inch case iron line. A small impoundment and concrete dam structure on the Otter Creek also provides surface water to the Otter Creek pumping station (Facility No. 9213). The small impoundment and dam structures were constructed in the late 1930s and have been dredged periodically over the subsequent years. The Otter Creek PS pumps the surface water withdrawn from the McCracken Spring and the Otter Creek to the Central WTP. The pumping station includes an intake structure with mechanical screens, pump controls and telemetry, one 1,200 gpm (1.728 MGD) 150 HP, pump and two 2,100 gpm (3.024 MGD) pumps (one pump is 230 HP pump whereas the second pump is 250 HP), and a 550 kilowatt (kW) diesel emergency / standby generator. Originally constructed in 1936, the Otter Creek's mechanical screens, sluice gates, pump controls and telemetry and pumps have been replaced over the years. The 1,200 gpm and 2,100 gpm (230 HP) pumps were installed in 1983 and the other 2,100 gpm pump was installed in 2008.

Although the physical structure of the LLPS appears to be in relatively good condition given its age, the roof, doors and windows of the LLPS are in need of repair or replacement. The back side of the PS near the raw water intake on the Otter Creek is also in need of repair. The raw water lines from McCracken Spring to the Otter Creek PS and from the Otter Creek PS to the Central WTP are over 70 years old and may need to be considered for replacement in the next few years.

The Government's 13 ground water wells and the 3 ground water wells leased by Fort Knox from HCWD No.1 are located in the West Point well field, north of the main cantonment area along the Ohio River, on land either owned by or leased by the Army. The well field is a naturally formed alluvial aquifer bounded by the Ohio River, the Salt River and the inland hills. The raw water wells utilized either vertical turbine pumps on top of the wells or submersible pumps located with the well. 12 wells have pumps rated at 750 gpm (1.080 MGD), 125 HP and one of wells is rated at 500 gpm (0.720 MGD), 75 HP.

Table 1 summarizes the facility numbers, well numbers, locations, dates of original installation and upgrades, well depth, and the rated capacity of the wells in gallons per minute (gpm) and in MGD. The table also includes the relevant information for three raw water wells leased by Fort Knox from Hardin County Water District No. 1 in the West Point well field.

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TABLE 1 Raw Water Wells Potable Water Utility System, Fort Knox, Kentucky

Facility No.	Well	Location	Dates Installed/ Upgraded	Estimated Depth	Rated Capacity (gpm)	Rated Capacity (MGD)
8001	No. 1	West Point Well Field	1998	82 feet	750	1.080
8003	No. 2	West Point Well Field	2004	121 feet	750	1.080
8005	No. 3	West Point Well Field	2004	134 feet	750	1.080
8022	No. 5	West Point Well Field	2002	114 feet	750	1.080
8011	No. 6	West Point Well Field	2000	107 feet	500	0.720
8025	No. 7	West Point Well Field	1970	106 feet	750	1.080
8028	No. 8	West Point Well Field	1998	116 feet	750	1.080
8030	No. 9	West Point Well Field	1998	125 feet	750	1.080
8033	No. 10	West Point Well Field	1999	134 feet	750	1.080
8036	No. 11	West Point Well Field	2000	132 feet	750	1.080
8038	No. 12A	West Point Well Field	1985	113 feet	750	1.080
8001	No. 12B	West Point Well Field	2003	113 feet	750	1.080
8003	No. 13	West Point Well Field	1992		750	1.080
		Total Fort Knox Wells			8,750	12.600
Hardin C	ounty Water	District No. 1 (Leased W	ells)			
	No. 4	West Point Well Field			1,000	1.440
	No. 5	West Point Well Field			1,000	1.440
	No. 6	West Point Well Field			1,000	1.440
		Total Leased Wells			3,000	4.320
		Total Wells			11,750	16.920

Although the wells are routinely cleaned and maintained by Fort Knox, many of the wells are producing raw water with elevated chloride levels. It is believed that the sources of the chloride into the aguifer are from abandoned natural gas and oil wells in the nearby area which were not properly sealed and capped. The raw water from the high chloride wells is brought down to acceptable levels by combining this production with the wells with lower chloride levels. The 24-inch raw water line from the West Point well field to the Muldraugh WTP is over 70 years old and may need to be considered for replacement in the next few years.

The Army has also notified HCWD No. 1 that, if privatization occurs, it intends to terminate the lease of the three wells and the 14-inch raw line upon conveyance of the utility system. Upon termination of the lease, the three wells and 14-inch line will revert back to HCWD No.1. As a result, these system components will not be included in the privatization action.

Water Treatment Facilities

As previously noted, Fort Knox has two WTP facilities: the Central WTP facility and the Muldraugh WTP facility. As the name indicates, the Central WTP is located in the central area of the main cantonment area. The Muldraugh WTP is located on the northwestern side of the Installation, near the town of Muldraugh, Kentucky.

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The Central WTP facility (Facility No. 1205) was initially constructed in 1937, and has been partially upgraded numerous times over the years. The primary source of raw water to the 3.5 MGD Central WTP is the surface water from the Otter Creek and McCracken Spring facilities, located southwest of the main cantonment area. When surface water is not desirable for treatment, the ground water is pumped from the West Point well field to the main cantonment area on to the Central WTP via the leased 14-inch ductile iron line.

The Central WTP facility is a combination water softening and WTP facility. As detailed in the monthly operating reports, the facility continues to produce a good quality finished-water. Although the Central WTP has historically been staffed over 24 hours, the WTP facility is currently only operated roughly 6-12 hours per day. The Central WTP is currently operated to produce finished water with chlorine residual reading in the range of 1.8 to 2.9 TAP, pH reading in the range of 8.4 to 8.8 TAP, hardness reading in the range of 100 to 110 parts per million (ppm) and fluoride in the range of 0.6 to 1.2 ppm, with an optimal concentration of 0.7 ppm. Should the potable water utility system be privatized, the UP Contractor will be required to operate the Central WTP in a manner that the finished water meets these levels.

The plant was originally designed to treat surface water using lime and aluminum sulfate for pH adjustment, coagulation and sedimentation prior to filtration. Today, the treatment process includes aeration, flocculation, sedimentation, filtration and chlorination before the water is pumped into the distribution system. Both pre-chlorination and post-chlorination are used. The filter media (anthracite and sand) within the three mixed media filters was recently replaced in 2008. Reinforced concrete construction was used throughout the plant with liberal use of tile and marble for interior walls and flooring. The building is sound and is an excellent example of art-nouveau architecture.

The sludge from the treatment process at the Central WTP is trucked to sludge lagoons near the landfill on the Installation where the sludge is dried and disposed of in the landfill. If the Fort Knox system is privatized, the sludge from the Central WTP will be trucked off Post by the UP Contractor for complete disposal. The sludge lagoons located at the landfill are not included in this privatization action.

From the mixed media filters, the finished water flows into either the 2.0 million gallon (MG) clear well or the 500,000 gallon clear well located in the east side of the WTP facility. The finished water is then pumped to the distribution system via the HLPS located within the Central WTP facility. The HLPS includes pump controls and telemetry, one 4,850 gpm (6.984 MGD) 250 HP pump, one 1,000 gpm (1.440 MGD) 70 HP pump and one 1,400 gpm (2.016 MGD) 60 HP pump, and a 280 kilowatt (kW) dual fuel (natural gas / fuel oil) emergency / standby generator. The HLPS also houses a 5,400 gpm pump which is used to backwash the three mixed media filters in the Central WTP facility.

The mechanical systems and overflow weirs in one of the primary clarifiers at the Central WTP facility are currently being replaced. New hand rails around the top of the clarifiers and sedimentation basins are also being installed. Although the Central WTP facility is generally in good condition considering the age of the facility, the 2.0 MG clear well is in need of immediate repair or replacement. The exterior / above ground portion of the concrete tank is spalling in several areas, the structural integrity of the roof of the tank is in question and the clear well appears to leaking underground. The Installation is planning to study the potential repair /

replacement of the clear well. One alternative under consideration involves the removal / replacement of the roof at a lower elevation below grade and the lining of the interior of the tank.

The Muldraugh WTP facility (Facility No. 3009) was initially constructed in 1941, and has been partially upgraded numerous times over the years. The primary source of raw water to the 7.0 MGD Muldraugh WTP is the ground water pumped from the Army's 13 wells and the three leased wells in the West Point well field, located north along the Ohio River. The ground water from the wells is pumped roughly 3 miles to the Muldraugh WTP via a 24-inch case iron line.

The Muldraugh WTP facility is also a combination water softening and WTP. As detailed in the monthly operating reports, the facility continues to produce a good quality finished-water, in spite of the deteriorating equipment and facility. This is likely due to the fact that the Muldraugh WTP is generally operated at roughly 2.5 MGD, or 36 percent of the WTP's design capacity of 7.0 MGD. The Muldraugh WTP is operated and staffed 24 hours per day / 365 days per year. The Muldraugh WTP is also currently operated to produce finished water with chlorine residual reading in the range of 1.8 to 2.9 TAP, pH reading in the range of 8.4 to 8.8 TAP, hardness reading in the range of 100 to 110 ppm and fluoride in the range of 0.6 to 1.2 ppm, with an optimal concentration of 0.7 ppm. Should the potable water utility system be privatized and the Muldraugh WTP still be in operation, the UP Contractor will be required to operate the WTP facility in a manner that the finished water meets these levels.

The plant was originally designed to treat surface water using lime and aluminum sulfate for pH adjustment, coagulation and sedimentation prior to filtration. Today, the treatment process includes aeration, flocculation, sedimentation, filtration and chlorination before the water is pumped into the distribution system. Both pre-chlorination and post-chlorination are used in the treatment process. The Muldraugh WTP facility is a "semi-permanent" structure. The foundations, filters, settling basins, floors and the underground clear well are of reinforced concrete construction. The walls of the above ground structure are constructed of concrete brick construction.

After flowing into the 1.0 MG clear well located on the east side of the WTP facility, the finished water is pumped through a 24-inch case iron line that connects the WTP facility to the distribution system via the Muldraugh HLPS (Facility No. 3008). The HLPS is located within fenced area of the Muldraugh WTP facility. The HLPS includes pump controls and telemetry, one 3,500 gpm (5.040 MGD) 250 HP pump, one 4,850 gpm (6.984 MGD) 350 HP pump and one 2,200 gpm (3.168 MGD) 150 HP pump, and a 600 kW diesel emergency / standby generator. The HLPS also houses a 5,400 gpm pump used to backwash the seven filters.

There are two SCADA systems with monitoring and control equipment located at the Muldraugh WTP. Both of the systems are antiquated by today's industry standards and are approaching the end of their respective design life. Although the SCADA information on the wells, tank level, and pumps is transmitted to the Central WTP, the wells and high lift pumps can only be controlled remotely at the Muldraugh WTP facility.

The sludge from the treatment process in the Muldraugh WTP is pumped into one of four sludge lagoons located northeast of the WTP facility. Three of the sludge lagoons are filled to capacity and are no longer operational. The fourth sludge lagoon was recently cleaned and trucked to the Installation's landfill. The UP Contractor will not own, but will be responsible for the operation of the fourth sludge lagoon through the remaining operational life (not to except/2020)

years) of the Muldraugh WTP. When the Muldraugh WTP is taken out of operation, the Government will be responsible for the demolition / remediation of the four sludge lagoons.

Although the Muldraugh WTP facility is currently operating at an acceptable level, the WTP facility has not been maintained to the same level as that of the Central WTP facility. The filter controls and valves and the pump and controls are well beyond its respective design life. The pipe bolts, valves and other controls located in the filter pipe gallery are in poor condition. Many of the pipe connection bolts are corroded and need to be replaced; most of the valves appeared to be original and have failed or are starting to fail; and the outside of the pipe was corroded and in need of cleaning and painting. Most of the exterior doors, windows and the roofs of the WTP facility's structures are failing and in need of replacement. The filter media within the seven rapid sand filters was last replaced in 1997. The 24-inch finished water line from the Muldraugh WTP to the connection with the main cantonment distribution system is over 65 years old and may also need to be considered for replacement in the next few years.

Given the high levels of chlorides in the raw water coupled with the age and relatively poor condition of the Muldraugh WTP facility, the Army is currently looking at purchasing potable water from a local municipality to replace the potable water capacity at the Muldraugh WTP facility. As a result, the Army does not plan to expend any significant amount of funding at the Muldraugh WTP facility other than to demolish the WTP once the facility is permanently taken out of service. The UP Contractor will be required to own, operate and maintain the Muldraugh WTP until an alternate potable water source is provided within the next 5 years.

Main Cantonment's Potable Water Distribution and Storage System

The water distribution system transports the finished water from the two WTP facilities to the various facilities located throughout the Installation. The system provides domestic, industrial and fire protection throughout the Installation. The distribution system consists of pipes, valves, meters, fire hydrants, water storage tanks and the BPS. The distribution system piping which includes mains, service lines and fire lines with known sizes ranging from less than 6-inch to 24 inches in diameter. The distribution pipe includes polyvinyl chloride, cast iron, ductile iron, and asbestos concrete. Since the majority of the water distribution pipe was installed prior to 1950, the Installation plans to replace most of the distribution lines over the next 20 years.

Fort Knox's potable water utility system includes one BPS located in the Van Voorhis Housing area. Constructed in 1995, the Van Voorhis BPS (Facility No. 5898) includes three 175 gpm, 10 HP pumps and one diesel driven 2,000 gpm, 125 HP fire protection pump.

Eight elevated storage tanks are located throughout the system support Fort Knox's potable water distribution system. The combined capacity of the storage tanks is approximately 3.550 million gallons. The type, location, manufacturer, date of fabrication and the capacity of each tank are summarized in **Table 2**.

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TABLE 2
Potable Water Storage Tanks
Potable Water Utility System, Fort Knox, Kentucky

Facility No.	Tank No.	Type	Location	Installed/ Upgrade	Capacity (gallons)
1190	WT001	Elevated	Education Center # 1, Dixie Street	1935/2004	250,000
1191	WT002	Elevated	Education Center # 2, Dixie Street	1937/2004	500,000
7100	WT003	Elevated	Near WWTP, Ninth Street	2010	500,000
2911	WT004	Elevated	Old Ironsides, Brave Rifles Ave.	1941/2002	500,000
5899	WT005	Elevated	Van Voorhis Housing.	1958/1994	300,000
2797	WT006	Elevated	Frazier-Wilson	1995	500,000
7561	WT007	Elevated	Fort Knox High School, Dixie Street	1997	500,000
4773	WT008	Elevated	Pritchard Housing	1997	500,000
				Total	3,550,000

Note: The tank upgrades included removal of lead paint, recoating of the tank interior, repainting of the exterior, replacement of anodes and rectifier, and replacement of altitude valve.

Tank Nos. 5, 6, 7, and 8 are in need of some immediate attention. Tank Nos. 5, 6, and 8 require complete renovation to include the coating of the interior of the tank, painting of the exterior of the tank and legs, the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks, and a new altitude valve. The exterior of Tank No. 7 will be painted during the summer of 2011. Tank No. 7 will still require coating of the interior of the tank, painting of the legs, the installation of new sacrificial anodes, a new rectifier on the outside of the tank, and a new altitude valve.

Range Areas' Water Distribution Systems

There are three relatively small potable water distribution systems located in the Zussman Range, Yano Range and Basham's Corner areas, with routine environmental testing and reporting performed by the water providers.

The potable water distribution system serving the Zussman Range area, located near the Mount Eden, includes roughly 30,287 LF of PVC pipe constructed in 1997; 443 LF of PVC pipe constructed in 2002; and, 14,779 LF of polyethylene (PE) pipe installed in 2002. The potable water, supplied to this system, is purchased from the City of Louisville.

The potable water distribution system serving the Yano Range area includes roughly 2,500 LF of PVC pipe. The Yano Range distribution system was initially constructed in the 1950s and was renovated in mid-1990s with additional. The potable water, supplied to this system, is purchased from the Hardin County Water District No. 2 (HCWD No. 2).

The potable water distribution system serving the Basham's Corner area, located Highway 60 and Highway 1882, includes roughly 388 LF of PVC pipe constructed in 2004. The potable water, supplied to this system, is purchased from the Meade County Water District.

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JA1.2.1.2 Points of Demarcation

Fort Knox's potable water utility system consists of all components from the supply points to the points where water is supplied to end-users. The point of demarcation for each end user is defined as the point or component on the distribution system where ownership changes from the utility owner to the building owner. In most cases the point of demarcation is the first upstream component (e.g., meter, valve, regulator, etc.) of the system located outside of the facility footprint. However, in situations where the facility water meter is located within the facility, the point of demarcation will be inside the facility and the Contractor will be required to coordinate his work within the facility. The technical library contains a list of facilities where the point of demarcation is located within the facility.

Table 3 identifies the type of service and general location of the point of demarcation with respect to each building served by the distribution system.

TABLE 3
Points of Demarcation
Potable Water Utility System, Fort Knox, Kentucky

Point of Demarcation	Applicable Scenario	Sketch
The point of demarcation is downstream of the water meter, backflow device, or valve (closest apparatus to the exterior of the structure) within five feet of the face of the structure. If greater than five feet from the face of the structure, the demarcation point is five feet from the face of the structure.	Water meter, backflow device, or cutoff valve is located on the service line entering the structure within five feet of the exterior of the structure.	Structure Structure Point of Demarcation Distribution Line
Point of demarcation is the downstream side of the first water valve located downstream of the meter and / or of the main backflow prevention device.	Non-residential service line or dedicated fire line enters a mechanical room and a water meter and / or a main backflow prevention device is located in the mechanical room.	POD Mechanical Room Non-Residential Location Distribution Pipe
The point of demarcation is five feet from the face of the structure where the service line enters the structure for either potable water or fire protection service.		Line of Service Demarcation Structure Five Freet Maximum Distribution Line
No point of demarcation exists; the utility service contractor will own all exterior fire suppression infrastructure, up to and including fire hydrants.	Exterior fire protection exists at the Installation.	Points of Demarcation Fire Hydrant Isolation Valve A 1/24/2020
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Table 4 identifies the unique points of demarcation.

TABLE 4
Unique Points of Demarcation
Potable Water Utility System, Fort Knox, Kentucky

Point of Demarcation	Applicable Scenario
Raw Water Intakes at the McCracken and Otter Creek Dams	The upstream side of the valve or sluice gate to the raw water intake structure.
Interconnects for the Purchase of Water for the Range Areas	The downstream side of the potable water supplier's meter.
Interconnects for Sale of Water to HCWD No. 1	 The downstream side of the valve on the 12-inch main connects to the Prichard Elevated Water Storage Tank (WT008). Near the intersection of Estrada and Bennett streets where the HCWD No. 1's 10-inch water main (connected to HCWD No. 1's booster pump station) taps Fort Knox's 12-inch water main.
Interconnects for Sale of Water to the City of Muldraugh	 The downstream side of the meter located at U.S. Highway 31W, on the north end of Fort Knox's 10-inch water main. The downstream side of the 12-inch valve connected to Fort Knox's 24-inch water main near Watts Street.
Golf course / landscaping irrigation systems	The downstream side of the meter or main service valve.

JA1.2.1.3 Condition Assessment

The water pipes at Fort Knox are reported to be generally in poor condition. Currently, there are some dead end lines that are flushed periodically to ensure water quality. The water valves are generally in average condition. There are an adequate number of fire hydrants located throughout the system. The hydrants are exercised over a three year period and are generally in good condition with adequate water pressure. There are service lines that do not have isolation valves on them.

JA1.2.1.4 Inventory

The property being sold in this action will be as described in **Table 5** of this utility specific attachment of the solicitation. The system will be sold in an "as is, where is" condition without any warranties, representations, or obligations on the part of the Government to make any alterations, repairs, or improvements. Any proposal that offers an alternative description of the property being sold may be deemed technically unacceptable.

Ancillary equipment attached to, and necessary for, operating the system, though not specifically mentioned herein, is considered part of the purchased utility.

When not specifically identified by system geographic information system (GIS) drawings and databases, the size and type of system components were estimated based on the size of the piping the component was connected to. Additionally, when the year of construction was not known, it was estimated based on the age of the piping or the age of the facility served.

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TABLE 5Fixed Inventory
Potable Water Utility System, Fort Knox, Kentucky

Component	Size	Quantity	Unit	Average Year of Construction
RAW WATER SOURCES				
McCracken Spring Intake				1937/1980
CI Line to Otter Creek PS	16-inch	2,500	Linear Feet	1937
Otter Creek PS (Facility No. 9213)	Structure	1,701	Square Feet	1936/1953
Intake / Mechanical Screen		1	Each	1953/1999
Pump controls & telemetry		1	Each	1995
Pump No. 4	1,200 gpm, 150 HP	1	Each	1983
Pump No. 9	2,100 gpm, 230 HP	1	Each	1983
Pump No. 10	2,100 gpm, 250 HP	1	Each	2008
Emergency Generator	350 kW	1	Each	1981
CI Line to Central WTP	16-inch	26,400	Linear Feet	1937
Central WTP (Facility No 1205)	3.5 MGD	1	Each	1937
Structure		6,799	SF	1937
Chemical Feed Systems				
Clarifier	3.5 MG	1	Each	1937/2008
Multi-media filters	1 MG	3	Each	1937/2008
Filter backwash tank	150,000 gallons	1	Each	1978
Clear well No. 1	0.5 MG	1	Each	1937
Clear well No. 2	2 MG	1	Each	1945
Central WTP High Lift				
Pump No. 1 & controls	4,850 gpm, 250 HP	1	Each	1970
Pump No. 2 & controls	1,000 gpm, 70 HP	1	Each	1984
Pump No. 3 & controls	1,400 gpm, 60 HP	1	Each	1984
Filter backwash pump & controls	5,400 gpm,	1	Each	1994
Emergency generator - dual fuel (natural gas / fuel oil)	280 kW	1	Each	2010
West Point Well Field				
Well No. 1, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 2, pump/controls	750 gpm, 125 HP	1	Each	
Well No. 3, pump/controls	750 gpm, 125 HP	1	Each	RECE
Well No. 5, pump/controls	750 gpm, 125 HP	1	Each	2004

Component	Size	Quantity	Unit	Average Year of Construction
Well No. 6, pump/controls	500 gpm, 75 HP	1	Each	2000
Well No. 7, pump/controls	750 gpm, 125 HP	1	Each	1985
Well No. 8, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 9, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 10, pump/controls	750 gpm, 125 HP	1	Each	1999
Well No. 11, pump/controls	750 gpm, 125 HP	1	Each	2000
Well No. 12A, pump/controls	750 gpm, 125 HP	1	Each	1985
Well No. 12B, pump/controls	750 gpm, 125 HP	1	Each	2003
Well No. 13, pump/controls	750 gpm, 125 HP	1	Each	1992
Well Field Header	16-inch	3,960	Linear Feet	1937
CI Line to Muldraugh WTP	24-inch	15,840	Linear Feet	1937
Muldraugh WTP (Facility No. 3009)	7.0 MGD	1	Each	1941
Structure		14,860	SF	1941
Chemical Feed Systems				
Clarifier No. 1	5.0 MG	1	Each	1978/1998
Clarifier No. 2	2.0 MG	1	Each	1998
Multi-media filters	1 MGD	7	Each	1941/1997
Filter backwash tank	150,000 gallon	1	Each	1978
Clear well	1.0 MG	1	Each	1989
Muldraugh High Lift (Fac. No. 3008)		1,840	SF	1977
Pump A & controls	3,500 gpm, 250 HP	1	Each	1984
Pump B & controls	4,850 gpm, 350 HP	1	Each	1970
Pump C & controls	2,200 gpm, 150 HP	1	Each	1984
Filter backwash pump & controls	5,400 gpm,	1	Each	2008
Emergency generator	600 kW	1	Each	1990
CI Line to Cantonment Area	24-inch	10,449	Linear Feet	1941
MAIN POST				
Distribution Pipe				
Cast Iron	Unknown	1,420	Linear Feet	1935
	.75"	1,155	Linear Feet	RESE
	1"	4,463	Linear Feet	1935
	1.25"	4,207	Linear Feet	19 351/24/2

Component	Size	Quantity	Unit	Average Year of Construction
	1.5"	12,470	Linear Feet	1935
	2"	28,836	Linear Feet	1935
	2.5"	4,785	Linear Feet	1935
	3"	9,504	Linear Feet	1935
	4"	13,331	Linear Feet	1935
	5"	410	Linear Feet	1935
	6"	216,645	Linear Feet	1935
	8"	162,301	Linear Feet	1935
	10"	46,690	Linear Feet	1935
	12"	30,122	Linear Feet	1935
	14"	16,393	Linear Feet	1935
	16"	3,920	Linear Feet	1935
	24"	10,560	Linear Feet	1935
Total Cast Iron		567,212	Linear Feet	
Ductile Iron	1"	180	Linear Feet	1958
	1.25"	7,076	Linear Feet	1958
	1.5"	4,293	Linear Feet	1958
	2"	11,436	Linear Feet	1958
	3"	1,115	Linear Feet	1958
	6"	25,835	Linear Feet	1958
	8"	18,035	Linear Feet	1958
	8"	4,118	Linear Feet	2007
	10"	4,677	Linear Feet	1958
	12"	897	Linear Feet	1958
	12"	9,183	Linear Feet	1994
	14"	192	Linear Feet	1958
Total Ductile Iron		87,036	Linear Feet	
Transite	1"	834	Linear Feet	1935
	1.5"	1,988	Linear Feet	1935
	2"	3,727	Linear Feet	1935
	3"	284	Linear Feet	1935
	6"	4,231	Linear Feet	1935
	8"	6,472	Linear Feet	1935
	10"	5,927	Linear Feet	1935
Total Transite		23,463	Linear Feet	
				RECE
PVC	1.5"	16,608	Linear Feet	2005

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10,698

Linear Feet

2"

Component	Size	Quantity	Unit	Average Year of Construction
	3"	473	Linear Feet	2007
	3"	603	Linear Feet	2008
	4"	24	Linear Feet	1997
	4"	334	Linear Feet	2005
	4"	443	Linear Feet	2007
	4"	6,368	Linear Feet	2008
	6"	9,224	Linear Feet	1994
	6"	7,640	Linear Feet	2003
	6"	2,912	Linear Feet	2005
	6"	6,372	Linear Feet	2007
	6"	5,033	Linear Feet	2008
	8"	10,211	Linear Feet	1994
	8"	14,522	Linear Feet	1997
	8"	18,915	Linear Feet	2005
	8"	2,223	Linear Feet	2007
	8"	4,644	Linear Feet	2008
	10"	1,555	Linear Feet	1994
	10"	106	Linear Feet	2005
	12"	1,996	Linear Feet	1994
Total PVC		120,904	Linear Feet	
Galvanized Steel	2.5"	1,264	Linear Feet	1995
Total Distrib	ution Pipe	799,879	Linear Feet	
Valves	.75"	3	Each	1935
	1"	28	Each	1935
	1.25"	13	Each	1935
	1.25"	3	Each	1958
	1.5"	51	Each	1935
	1.5"	65	Each	2005
	2"	137	Each	1935
	2"	33	Each	1958
	2"	1	Each	2007
	2"	13	Each	2008
	2.5"	15	Each	1935
	3"	81	Each	1935
	3"	2	Each	RECE
	4"	76	Each	1935

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Component	Size	Quantity	Unit	Average Year of Construction
	4"	2	Each	1994
	4"	2	Each	2007
	4"	15	Each	2008
	5"	2	Each	1935
	6"	592	Each	1935
	6"	63	Each	1958
	6"	5	Each	2003
	6"	3	Each	2007
	6"	13	Each	2008
	8"	381	Each	1935
	8"	39	Each	1958
	8"	4	Each	1994
	8"	32	Each	1997
	8"	9	Each	2008
	10"	108	Each	1935
	10"	10	Each	1958
	10"	1	Each	2007
	12"	52	Each	1935
	12"	5	Each	1958
	12"	2	Each	1994
	14"	21	Each	1935
	16"	15	Each	1935
	20"	6	Each	1998
	24"	1	Each	1935
Fire Hydrants		722	Each	1935
		83	Each	1958
		14	Each	1997
		54	Each	2005
Meters		50	Each	Assume 1998
Pressure Reducing Station		1	Each	2003
SCADA		2	Each	1995
Well Control System		1	Each	1995

 Van Voorhis BPS (Facility No. 5898)
 Structure
 NA
 SF
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 Pump No. 1 & pressure tank
 175 gpm, 10 HP
 1
 Each
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Component	Size	Quantity	Unit	Average Year of Construction
Pump No. 2 & pressure tank	175 gpm, 10 HP	1	Each	1995
Pump No. 3 & pressure tank	175 gpm, 10 HP	1	Each	1995
Fire protection (diesel fueled)	2,000 gpm, 125 HP	1	Each	1995
Elevated Storage Tanks (Steel)				
Tank No. 1 & cathodic protection	250,000 gallons	1	Each	1935/2004
Tank No. 2 & cathodic protection	500,000 gallons	1	Each	1937/2004
Tank No. 3 & cathodic protection	500,000 gallons	1	Each	2010
Tank No. 4 & cathodic protection	500,000 gallons	1	Each	1941/2002
Tank No. 5 & cathodic protection	300,000 gallons	1	Each	1958/1994
Tank No. 6 & cathodic protection	500,000 gallons	1	Each	1995
Tank No. 7 & cathodic protection	500,000 gallons	1	Each	1997
Tank No. 8 & cathodic protection	500,000 gallons	1	Each	1997
ZUSSMAN RANGE (MT. EDEN)				
Distribution Pipe				
PVC	1"	110	Linear Feet	1997
	1"	383	Linear Feet	2002
	1.5"	60	Linear Feet	2002
	4"	30,177	Linear Feet	1997
Total PVC Pip	pe	30,730	Linear Feet	
PE	1"	1,111	Linear Feet	2002
	4"	13,668	Linear Feet	2002
Total PE Pip	e	14,779	Linear Feet	
Valves	1"	4	Each	1997
	1"	2	Each	2002
	1.5"	1	Each	2002
	4"	2	Each	1997
	4"	13	Each	2002
YANO RANGE				
Distribution Pipe PVC	2"	2.500	Lincor Foot	1000
rvC	2	2,500	Linear Feet	1990
Valves	2"	2	Each	1990
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Pressure Reducing Valves		2	Each	RECEI

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Component	Size	Quantity	Unit	Average Year of Construction
Flush Hydrant	2"	1	Each	1990
BASHAM'S CORNER				
Distribution Pipe				
PVC	1.25"	72	Linear Feet	2004
	2"	60	Linear Feet	2004
	6"	256	Linear Feet	2004
Total PVC	Pipe	388	Linear Feet	
Valves	1.25"	3	Each	2004
	6"	2	Each	2004
Flush Hydrant	2"	1	Each	2004
Fire Hydrants		1	Each	2004
Meters		2	Each	2004
				2004
Backflow Preventers		2	Each	2004

Note:

Service lateral lengths are included in the overall distribution pipe lengths.

Service valve counts are included in the valve counts.

JA1.2.2 Potable Water Utility System Non-Fixed Equipment and Specialized Tools

Table 6 lists other ancillary equipment (spare parts), and **Table 7** lists specialized vehicles and tools included in the purchase. Offerors shall field verify all equipment, vehicles, and tools prior to submitting a proposal. Offerors shall make their own determination of the adequacy of all equipment, vehicles, and tools.

TABLE 6
Spare Parts
Potable Water Utility System, Fort Knox, Kentucky

Quantity	Item	Make/Model	Description	Remarks
No spare parts are included with the Fort Knox Potable Water Utility System.				

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TABLE 7

Specialized Vehicles and Tools
Potable Water Utility System, Fort Knox, Kentucky

Quantity	Item	Make/Model	Description	Remarks
No specialized vehicles or tools are included with the For		rt Knox Potable Water U	Itility System.	

JA1.2.3 Potable Water Utility System Manuals, Drawings, and Records

Table 8 lists the manuals, drawings, and records that will be transferred with the system.

TABLE 8

Manuals, Drawings, and Records
Potable Water Utility System, Fort Knox, Kentucky

	Quantity	uantity Item Description		Remarks	
	Fort Knox maintains a limited collection of technical manuals, SCADA operational manual, drawings, and records on				
the installed components of the Potable Water Utility System. This information will be transferred to the Contractor					
	during the transition period. System maps will be available in the Offeror's Technical Library.				

JA1.3 Specific Service Requirements

The service requirements for the Fort Knox potable water system are as defined in Section C, *Description/Specifications/Work Statement*. The following requirements are specific to the Fort Knox utility system and are additive to those found in Section C. If there is a conflict between requirements described below and Section C, the requirements listed below take precedence over those found in Section C.

JA1.3.1 On-Site Contractor Facility

The Contractor may establish an on-site facility in order to meet response time requirements and participate in Government meetings as necessary. This location will be determined and provided by the Installation. Should the Contractor choose to construct a facility, the Contractor will immediately acquire and install a temporary facility followed by construction of a permanent, Installation Design Guide (IDG) compatible facility. This facility will be manned with an individual that is capable of representing the Contractor at Government meetings. The Contractor will be responsible for maintaining the grounds around the facility and those areas which are fenced in for Contractor use only.

In lieu of having an on-site facility, the Offeror must explain in their proposal how they will meet the Fort Knox response time requirements.

JA1.3.2 Temporary Contractor Facilities

Temporary facilities may be placed on post for construction projects. Approval from the Contracting Officer (KO) / Contracting Officer's Representative (COR) and appropriate staff personnel is required prior to the Contractor locating a construction trailer on post of the approval will be for a term commensurate with the construction period and will provide for termination of the approval upon completion of the work. Construction, use, duration of use, removal/24/2020

clean-up associated with these temporary facilities will be negotiated with the Government on a project-specific basis.

JA1.3.3 Restricted Access Areas

The areas listed below generally require more intensive security procedures to access. The Contractor will be required to obtain separate badges to access these areas:

- The U.S. Department of Treasury's Gold Bullion Depository.
- AMMO Storage Area

The Contractor will be restricted in secure areas and during times when the post is secured due to threat or alert. The Government may limit or restrict the right of access granted for any reason considered to be necessary (e.g., national security, public safety).

JA1.3.4 Limited Access

Fort Knox is a closed post and access may be limited at times with controlled gate openings and closures. Gate operating times and procedures are published by the Provost Marshal's Office. Unscheduled gate closures by the Military Police may occur at any time, and personnel entering or exiting Fort Knox may experience a delay due to vehicle inspection, registrations, wearing of seat belts, etc. When an unforeseen closure of Fort Knox occurs during normal duty hours, the Contractor shall reschedule the work. The exact date and time will be coordinated with the COR. Emergency work shall continue regardless of closure of Fort Knox.

JA1.3.5 Vehicles

The Contractor and Contractor employees shall register vehicles with Fort Knox Provost Marshal within 5 working days from date of employment and renew registration annually thereafter. The registrant shall remove the registration decal from the registered vehicle upon termination of employment or sale of vehicle. Personnel operating vehicles on government property shall possess a valid Kentucky or other state driver's license. This registration procedure is established to facilitate access to the Installation. The Contractor shall not fuel and/or maintain personal or Contractor owned vehicles in Government-furnished facilities. However, the Contractor may use AAFES stations to fuel vehicles that remain on post at all times.

JA1.3.6 Coordination Requirements Prior to Performing Work

The Contractor will coordinate vehicle parking areas, work staging areas, vegetative disturbance, landscaping disturbance and customer notification with the Contracting Officer's Representative and appropriate staff personnel prior to performing this work.

JA1.3.7 Planning and Programming

may be asked to assist the DPW:

In order to function as a partner with the Fort Knox DPW, the Contractor must be fully engaged in planning and programming activities for projects that may impact the utility system(s). Costs associated with planning / programming shall be included in the Contractor's O&M costs as part of normal operations. The following listing generally describes activities in which the RP contractor

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- ➤ The Contractor will assist in the development of Requests for Action (RFAs) (See Section JA1.3.8). This may include providing detailed information to support scopes of work, budget estimates, etc. for any necessary changes to the utility system and/or services provided.
- The Contractor will be invited to and participate in meetings for projects impacting the utility system(s) such as, but not limited to, DD1391s development of Statement of Work (SOW) for Military Construction (MILCON) projects, planning charrette for MILCON projects, Real Property Master Planning Boards, Fort Knox and SOW Line Item Reviews. As required by the Government Project Manager, the Contractor will attend the pre-design meeting, design charrette, pre-construction meetings, site visits, partnering meetings, etc.
- ➤ The Installation anticipates that it will experience significant growth and expansion during the Contract period that will necessitate new and/or upgraded facilities. Therefore, as part of its regular utility services under the monthly utility service charge, the Contractor must maintain capability to prepare and provide in a timely manner complete designs for such facilities, including site maps, sketches, and / or drawings.
- The Contractor shall respond to requests from the Government for new/upgraded facilities and/or demolition of existing facilities. The Contractor will coordinate the design and construction of such facilities with the Government, A/E, and construction contractors.
- ➤ The Contractor shall identify future project requirements as well as system deficiencies. The Contractor will identify the specific utility requirement for each project and prepare designs and project cost proposals.
- ➤ The Contractor shall participate in strategic planning and propose long-term initiatives.
- ➤ The Contractor shall provide supporting information to assist the Government in developing budget estimates for unfunded projects.
- ➤ The Contractor shall respond to customer questions.

JA1.3.8 Request for Action (RFA) Process

The following language GENERALLY describes the process for an RFA and may not be all inclusive. It is provided for informational purposes only, and the Government is not binding itself to follow these steps. Nonetheless, the current process is as follows: (*Abbreviations: PM – DPW Project Manager; KO – Contracting Officer; COR - Contracting Officer's Representative; UP – Utility Privatization Contractor.*)

STEP 1: The PM prepares Work Orders and provides to the COR. The COR then forwards to the KO and the KO contacts the UP contractor regarding the potential project.

STEP 2: The PM develops independent government estimates (IGE) and provides to COR and KO.

STEP 3: The UP Contractor identifies specific utility system requirements for the project, develops a scope of work, detailed cost estimate, sketch, period of performance, and project schedule. The UP Contractor should also identify any applicable increase/develops as Company (1997) and Project schedule.

STEP 4: The KO, COR, and PM review the UP contractor's proposal.

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- STEP 5: UP Contractor, KO, COR, and PM discuss and agree on price and schedule.
- STEP 6: The PM provides the COR with funds and work order.
- **STEP 7**: Funds are provided to the KO.
- STEP 8: KO issues modification.
- **STEP 9**: The PM and/or general contractor coordinates with the UP Contractor regarding schedule.
- **STEP 10**: The UP contractor completes Quality Assurance/Quality Control (QA/QC) and Inspections.
- STEP 11: The UP contractor invoices for the project.
- STEP 12: Modify the UP contract to include O&M and R&R for the added assets.

JA1.3.9 Mapping Requirements

Maps shall be prepared according to the following specifications:

- a. A single map of the entire site shall be prepared indicating the existing site conditions and required demolitions.
- b. A single map indicating proposed utilities and other constructions to include the footprint of structures, paving (including curbing), sidewalks, and other relevant planimetric features.
- c. The map will be registered to the Kentucky State Plane Coordinate System North American Datum of 1983 (NAD83), Geodetic Reference System of 1980 (GRS80) Ellipsoid, U.S. Survey Feet.
- d. Due north on the map will be as viewed from the bottom of the map. Rotation and translation of coordinate systems will not be allowed nor will orientation to Magnetic North. The Magnetic North orientation view may be rotated for plotting purposes but the orientation of the map must be geographically correct when selecting 'top view'.
- e. The map will contain a labeled coordinate grid with spacing appropriate to the map extents. For instance, a map scale of 1"=30' will have coordinates labeled at 100' intervals north/south and east/west.
- f. All utilities on the map will be clearly labeled as to size and material.

JA1.3.10 Updated Utility Maps

The Contractor is required to submit to the Installation updates to utility maps within 30 days after completion of any changes and updated utility maps annually with the Capital Plan or upon request of the Government. The Contractor is responsible for coordinating with and updating the Installation's GIS. GIS information must be in acceptable DoD format and compatible with existing Fort Knox GIS System.

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JA1.3.11 Disposition of Removed or Salvaged Materials

Disposition of facilities and material removed from a system shall be the responsibility of the Contractor. If the cost structure is dependent upon in-place value, the salvage value of equipment removed from service prior to the end of its useful life shall be deducted from the in-place value of the system.

JA1.3.12 Component Replacement

Infrastructure unutilized after construction can be abandoned in place, provided the abandoned infrastructure poses no immediate or future health, safety, operational, or environmental risks in compliance with industry standards. However, unsightly abandoned infrastructure may be required to be removed and disposed of properly as may be practical or common practice, such as gas metering when units have been converted to total electric. Generally, above-ground infrastructure may require demolition and removal. Abandoned infrastructure must be clearly marked on the utility maps.

JA1.3.13 Excavation Marking Process

JA1.3.13.1 Contractor-Provided Markings

Contractor shall subscribe to the regional process (one-call dispatch center) for notification and marking of underground utilities. The Contractor shall endeavor to mark all utilities in the time windows defined by this process. In some cases, where non-metallic lines do not have tracer wires, it may take longer to locate the lines. In these cases, the Contractor will make necessary notifications about a possible delay in the marking process. Contractor shall be responsible for all repairs, costs, and damages due to excavations by others for which he did not properly mark his utilities as part of the utility marking process.

JA1.3.13.2 Notification Prior to Digging

The UP Contractor shall notify the regional Before You Dig (BUD) dispatch center of his digging requirement. The UP Contractor shall be responsible for all repairs, costs, and damages due to his excavations, including excavations extending beyond areas that have been permitted for excavation.

JA1.3.14 System Survey and Assessment / Utility Record Drawings

The Contractor shall initiate a comprehensive survey of the system to identify components not shown on record drawings and identify errors on existing record drawings. Production and maintenance of record drawings shall be in accordance with Section C.5.1.5, Record Drawings, and all work shall conform to the latest release of the software the Government is using compatible with the latest versions of Spatial Data Standards. The Contractor will provide geo-referenced data in a format that can be readily used in GIS (geographic information system) (widely used by DoD and external agencies). All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE) available from the CADD/GIS Technology Center at http://tsc.wes.army.mil/products/TSSDS-TSFMS/tssds/html.

The project must be completed no later than one year after the contract start dep. Effort will include a comprehensive record search, will also require physical survey work, and may include some excavation to ascertain line location, type, and condition.

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The Contractor will also develop and maintain an accurate computerized model of the utility system. The model should reflect major system components and attributes. It is envisioned that this model will be used for briefing, planning activities, contingency applications, long-range plans, analyzing system faults, and addition or deletion of new flow. The Installation is familiar with and would prefer that the UP Contractor utilize the Kentucky Pipe Model 2006. (See the Technical Library for the current model being used.)

JA1.3.15 Installation Design Guide

The Contractor will follow the Fort Knox Installation Design Guide (IDG) and the respective environmental guide specifications for all work. The Contractor shall provide updates to the IDG with his applicable construction standards and specifications within 45 days after the contract start date.

JA1.3.16 Supervisory Control and Data Acquisition System

The Contractor shall install and maintain a new Supervisory Control and Data Acquisition (SCADA) system to fully integrate system tank level signals, pump controls, and monitor and remotely read the advanced metering device once they are installed per the Army's Metering Program (AMP) (See Section JA1.5 for AMP discussion). As a minimum, the system will enable the controller to regulate tank levels, monitor system pressure, and monitor various critical water quality parameters.

JA1.3.17 Fire Control and Safety

In all cases, the Contractor shall abide by Fort Knox fire protection requirements. Should the Contractor choose to construct an on-site facility to locate office space, warehouse, etc., the Contractor shall permit Fire Department personnel access to their facility to perform fire inspections and emergency response. Where required by federal, state or local regulation, the Contractor shall maintain the fire alarm system for all facilities owned and operated by the Contractor.

Changes to O&M processes and procedures will be coordinated with DPW and the Fire Department.

JA1.3.18 Fire Flow

The Contractor shall perform flow testing and marking of fire hydrants IAW National Fire Protection Association standards/recommended practices. The Contractor will perform the services during the late spring each year and coordinate the services with Fire/Emergency Services of Fort Knox. The annual inspection shall be documented on a written report and a copy sent to Fire Prevention Section. The Contractor shall update numbers and locations of hydrants on the Installation's water distribution maps.

Exception on marking the fire hydrants – the numbers shall be ½" in height, placed on the back side of the bonnet, black in color. The rim of the bonnet will have reflective paint of the capacity of the fire hydrants using the color code in NFPA 291.

The Contractor shall own, operate, maintain, and test the Post water system AW Kentleky Department of Environmental Protection, Frankfort Division of Water (Division of Water)

standards. The Contractor shall provide the Contracting Officer, COR, and DPW with copies of any and all testing information and reports submitted to the Division of Water.

The Contractor shall coordinate any changes to the potable water utility system that may affect fire flow capabilities with the DPW and the Fort Knox Fire Department.

JA1.3.19 Environmental Issues

The Contractor shall follow all environmental rules and regulations IAW with Section C.10, *Environmental Compliance*.

Trees in which the Indiana Brown Bat reside cannot be cut during the summer months. The Contractor shall notify EMD prior to cutting trees.

JA1.3.20 Required Regulatory Reports

The Contractor shall be responsible for any reporting required by local, State and Federal regulatory bodies. The Contractor shall provide the COR with information as directed that may be necessary and in the timeframe requested to support reports required by the Department of the Army and other appropriate agencies.

JA1.3.21 Official Inspections

The Contractor shall immediately inform the COR, Post Safety Office or Environmental Management Division (EMD), Directorate of Public Works, Fort Knox through the KO or COR when the United States Environmental Protection Agency (EPA), the Kentucky Department of Environmental Protection, Frankfort Division of Water, the County Department of Health, the MEDDAC, the Public Service Commission, or OSHA, following notification of any scheduled or unscheduled inspector visits to the Installation for an official inspection.

JA1.3.22 First Response Investigation

Restoration of utility service is extremely important to DoD installations and expectations are generally covered well throughout this RFP. However, occasions do arise where it may not be immediately apparent who the responsible repair agency is. This frequently occurs where an apparent fault (e.g., line break, leak, etc.) is located near a point of demarcation. In these situations, someone may have to excavate to the actual fault to determine the precise location of the fault and who the appropriate repair agency is. The Contractor must plan to perform this type of "first response investigation". This may involve pumping water and excavation. In these situations, the Contractor should proceed toward fixing the problem until such time it is determined that repair responsibility is with someone else.

JA1.3.23 Response to Service Requests

outage to necessary personnel during the transition period.

The Contractor shall respond only to the service requests (service calls). The Contractor shall have a telephone manned 24 hours/day, 365 days/year that the customers may call to report utility system problems. There shall be only one phone number, active during duty hours and non-duty hours, for the Government to call to report system problems. For all response times the Contractor shall respond within the allotted time, take necessary corrective actions, order necessary muter all and schedule additional repairs. The Contractor shall develop procedures for notification of utility

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JA1.3.24 Utility Outage

Because of the critical nature of many Fort Knox mission requirements, response to utility emergencies in and around the Cantonment area must be immediate. The Contractor will respond with a knowledgeable individual to emergency utility problems within 30 minutes of notification during duty hours (0700-1700, Monday – Friday) and within 1 hour during non-duty hours. Additionally, repair crews must be on scene within one hour during duty hours and within two hours during non-duty hours. In the Zussman Range, Yano Range and Basham's Corner areas, response times shall be 1½ hours during normal duty hours and 2 hours during non-duty hours. Work shall be continued until the problem is corrected. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

The type of service request, priority and minimum response time for various service requests are furnished below.

EMERGENCY:

Emergency - Life or Death - Respond Immediately

"Life or Death" emergencies will typically be handled by Fort Knox Emergency Response agencies, like the Military Police or Fire Department. These agencies or DPW will contact the Contractor. The Contractor shall respond immediately.

Priority 1 - Emergency - Not Life or Death - Respond Same Day IAW previous paragraph

Priority 1 requests arise due to situations that, if left uncorrected, will cause significant damage to a facility, or compromise security or safety, or negatively affect productivity for an entire operation or group. The Contractor shall respond to Priority 1 request as appropriate and reduce the severity of the situation within 1 hour. The Contractor shall complete the service orders within 24 hours unless there is a delay from the Government or the Contractor cannot procure the material.

URGENT:

Priority 2 – "Health & Welfare" – Respond within 3 Working Days

Priority 2 requests arise due to situations that, if left uncorrected will measurably reduce productivity, cause discomfort or inconvenience to the customer, waste resources, or create the need for additional minor repairs. The Contractor shall respond to Priority 2 request within three working days. The Contractor shall complete the service orders within 7 business days unless there is a delay from the Government or the Contractor cannot procure the material.

ROUTINE:

Priority 3 – "Productivity Inhibitor" – Respond within 5 days

Priority 3 requests arise due to situations that, if left uncorrected, will cause measurable discomfort or inconvenience to the customer, waste resources or create the need for additional minor repairs, is esthetically unpleasant or inconvenient. The Contractor shall respond to Priority 3 request within five working days. The Contractor shall complete the service orders within 10 busings (ay) unless

there is a delay from the Government or the Contractor cannot procure the material.

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JA1.3.25 Emergency Operations

The Contractor shall have an emergency plan in place for such occurrences. If the damage from a storm or disaster is widespread and affects the Contractor's other customers (off the Fort Knox installation), Fort Knox's DPW personnel must be informed of the Installation's restoration priority. The Contractor shall notify Fort Knox's DPW personnel of each situation/priority as soon as possible. The Contractor will provide an emergency operations plan, updated on an annual basis. The Contractor shall develop and document an emergency operations plan that addresses all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). In no case will equipment and/or personnel normally used in the support of Fort Knox's utility system be pulled to serve the Contractor's external customers if utility service to Fort Knox is experiencing an outage that requires their service. Some personnel assigned to Fort Knox may be pulled to assist in the restoration of service to customers external to Fort Knox if the Fort Knox's system is not experiencing an outage. A minimal staff shall remain in service to Fort Knox at all times. The priority of restoration is:

- 1. Medical Facilities
- 2. Command and Control Facilities
- 3. Schools
- 4. Food Services and Shopping
- 5. Barracks and Housing

JA1.3.26 Temporary Service

Temporary service will be coordinated with Fort Knox's DPW and the affected customer(s) if temporary service is required. The Contractor must make all possible preparation and coordination prior to actual outage. It is the responsibility of the Contractor to limit the length of an outage to minimum requirements.

JA1.3.27 Planned Outages

The Contractor must coordinate any planned outages for construction or maintenance with the DPW and affected customers. For outages requiring 4 or more hours of interruption to service, work should be planned during off hours, such as, in the evening or weekends or holidays depending on the customers affected. In rare cases, the Contractor may be required to provide temporary or emergency services for the length of the planned outage.

JA1.3.28 Cost of Supporting Utilities

The Contractor may consume reasonable quantities of supporting utilities at no charge. However, Contractor shall fully cooperate with the Government with respect to energy / water conservation measures as described in Section C.3.4, *Energy and Water Efficiencies and Conservation* UP Contractor's usage may be separately metered to provide the Army with the capability to monitor the contractor's use of these services and to ensure that the UP contractor is practicing 020

energy conservation measures as prescribed by the Army through their Army Energy and Water Campaign Plan (AEWCP).

JA1.3.29 Water Storage Tanks

JA1.3.29.1 Equipment Mounted on Water Storage Tanks

The Contractor shall allow the Government access to operate and maintain any communication equipment, obstruction lights, emergency warning equipment, public address equipment, and other Government equipment on water storage tanks being privatized at no additional cost to the Government. The Contractor shall develop a procedure for granting the Government access. This procedure shall be submitted to the Contracting Officer for approval.

Further, the installation considers cellular telephone antennas to be mission essential. Therefore, as noted in Section C.4.2.2.2, the Contractor will take ownership of the water storage tanks subject to any cellular telephone antenna leases. In addition to retaining the right to locate existing antennas on water storage tanks and to continue to accrue revenue from existing contracts/leases, the installation will retain the right to locate additional antennas on privatized water storage tanks and to retain all revenue from future contracts/leases.

JA1.3.29.2 Application of Logos on Water Storage Tanks

The Government reserves the right to approve the design of all logos applied to any water storage tanks. The Contractor shall submit all logos to the Contracting Officer for approval prior to application on the water storage tanks. Additional logos and/or lighting requested by the Government will be funded by the Government.

JA1.3.30 Cultural Resources

Transfer of ownership of certain historic properties necessitates Government compliance with federal laws and regulations to meet historic preservation requirements. The final transfer documents will include an easement or covenant that includes adequate and legally enforceable restrictions or conditions to ensure long-term preservation of historic properties to meet these preservation requirements. As a result of this easement or covenant, the Contractor will likely be required to preserve and maintain transferred historic properties in accordance with Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68).

The Contractor shall not remove or disturb any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity.

Activities involving ground disturbance, construction, demolition, landscape modification, or alteration of the exterior or interior of a historic building has the potential to adversely affect cultural resources. Historic districts, buildings, landscape features, or archaeological sites considered eligible for the National Register of Historic Places that may be identified in the future shall be subject to the terms of this section. With regard to the historic building / facilities to be transferred as part of the utility privatization action, please see the Offeror's Technical Library.

The Contractor will coordinate projects that may affect cultural resources listed on the Installation Cultural Resources Management Plan as reviewed with the Contracting Officer's Representative (COR). The COR will coordinate with the Fort Knox Cultural Resources Program to determine if consultation with the Department of Environmental Protection is required per 36 CFR 8002 #\2020

non-emergency work, the COR will respond to the Contractor within 10 working days. Initial SHPO review requires 30 days and additional consultation may be required to avoid, minimize or mitigate any adverse effect. The Contractor shall not start work until notified by the COR.

In emergency situations, the Contractor is not required to consult with Fort Knox in advance of actions to repair the utility distribution system. The Contractor will notify Fort Knox, who will notify the Department of Environmental Protection, following execution of all emergency measures affecting historic properties. The emergency exception contained in this paragraph will only apply to undertakings initiated within 10 days of the emergency. For emergency work, the Contractor may take steps to safeguard life and property, and restore service, but shall minimize impact to the site.

In the event archaeological materials are inadvertently encountered during construction or excavation activities, the activity must stop and the Contractor shall immediately notify the COR.

Costs for mitigation of damage to cultural resources (restoration, repair, or replacement) due to the Contractor's failure to comply with historical and cultural preservation laws, regulations, or programs, that relate or may arise under performance of this contract may be deducted or offset by the Government from any monies due the Contractor, and with respect to the nature and severity of the damage. The Contractor will take any corrective or remedial actions as directed by the Contracting Officer.

JA1.3.31 Standards and Regulations

The Contractor will provide the Installation with three hard copies and one electronic copy of the Contractor's standards and regulations within 45 days after contract start date.

JA1.3.32 Network Access Requirements

- Information Assurance (IA): Contractor personnel requiring access to U.S. Government Information Systems to fulfill their duties shall possess the required favorable security investigation, security clearance, formal access approval, and "need-to-know" prior to being granted access to any Government computer or computer network.
- Information Technology (IT)-I Level of Security Access is required for contractor personnel in IA positions working with infrastructure devices, IDSs, routers, System Administration or Network Administration, with privileged-level access to control, manage, or configure IA tools or devices, individual information systems, networks, and enclaves. At a minimum, such contractor personnel shall require a favorably completed NAC, initiation of SSBI, completion of Forms SF85P, SF86, and Supplemental Questionnaire.
- IT-II Level of Security Access is required for contractor personnel in IA positions required to work with operating systems administration of common applications or enclaves, or back-up operators with limited privileged level access to control, manage, or configure information systems or devices. At a minimum, such contractor personnel shall require a favorable review of local personnel, base / military, medical, and other security records as appropriate, initiation of a NACLC, and completion of Forms SF85F or SF86 and Supplemental Questionnaire.

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- IT-III Level of Security Access is required for Contractor personnel in positions as normal users, power user on individual systems for configuration with non-privileged level of access to information systems and devices. At a minimum, such contractor personnel shall require a favorable review of local personnel, base / military, medical, and other security records as appropriate, initiation of a NAC, and completion of Form SF85P and the Supplemental Questionnaire.
- Contractor personnel shall not be granted access to any Government computer systems or networks until proof of compliance to the IA clearance requirements.
- Once Contractor personnel have complied with the IA requirements as reflected above, they will be granted the appropriate IT level of security access.
- Contractor personnel shall personally pick-up and sign for Government network user identification and password at the Information Assurance Office.
- Contractor employee(s) shall be solely responsible for the safeguarding of user passwords and shall immediately report any suspected compromise or loss of the password to the Information Assurance Office.
- The Contractor is responsible for notifying the Contract Officer Representative (COR) and also the Information Assurance Office of any changes to their status or their personnel status.

JA1.4 Current Service Arrangement

Fort Knox collects and treats the raw surface water and ground water and distributes the finished water throughout the Installation. **Table 9** summarizes the annual volume of raw water treated and/or used by Fort Knox over the last three calendar years.

TABLE 9
Annual Volume of Raw Water Treated or Used
Potable Water Utility System, Fort Knox, Kentucky

Location	CY2005 (MG)	CY2006 (MG)	CY2007 (MG)	3-Year Average
Muldraugh WTP	842.364	950.172	903.378	898.638
Central WTP	245.598	140.950	145.844	177.464
Total	1,087.962	1,091.122	1,049.222	1,076.102

Table 10 summarizes the peak day volumes of raw water treated and/or used by Fort Knox over the last three calendar years.

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TABLE 10
Peak Day Volumes of Raw Water Treated or Used
Potable Water Utility System, Fort Knox, Kentucky

Location	CY2005 (MGD)	CY2006 (MGD)	CY2007 (MGD)	3-Year Average
Muldraugh WTP	3.580	4.400	4.060	4.013
Central WTP	2.473	2.741	1.453	2.222

In addition to the potable water supplied by the Muldraugh and Central WTPs, Fort Knox also purchases potable water from the City of Louisville for the Zussman Range, from the Meade County Water District for Basham's Corner area, and from HCWD No. 2 for Yano Range.

Fort Knox also sells potable water to the City of Muldraugh and the HCWD No. 1. All potable water or raw water sales agreements will be negotiated, reviewed and approved by Fort Knox and the Department of Army, and coordinated with the UP Contractor.

JA1.5 Secondary Metering

Between the raw water supply points and the end-user points of demarcation, the Contractor shall own, operate and maintain the existing meters at locations throughout the Installation, as directed by the Contracting Officer in keeping with the guidance in Section C.3.3, *Sub-Metering*.

The Army intends to pay for the installation of new meters under the Army's Metering Program (AMP). The Contractor shall closely work with the Army and the Army's Contactors to facilitate the installation of advanced metering equipment on the existing meters, the installation of new meters with advanced metering capability and the integration of the advanced metering capability consistent with the AMP. (For additional information on the AMP, please see the information included in the Offeror's technical library.) It is the Army's intent to transfer the new meters to the UP Contractor under the utility privatization contract. Subject to the change provisions of the contract, an equitable adjustment will be negotiated between the KO and the UP Contractor for the ownership, operation and maintenance for the new meters.

JA1.5.1 Existing Meters

Table 11 list the existing meters (at the time of contract award) that will be transferred to the Contractor and for which the Contractor shall provide meter readings IAW Section C.3.3, *Sub-Metering*, and JA1.6, *Monthly Submittals*.

TABLE 11Existing Secondary Meters
Potable Water Utility System, Fort Knox, Kentucky

		Group			
Meter No.	Tenant Organization	No.	Building Served / Desc		
1000259	81st RSC	2271	Building No. 5901 - Vehicle Mainte	nace Shop G	/FD
1000405	Anderson Guest House	918	Building No. 7961 - Anderson Gues	House	
1000009	Armed Forces Bank	552	Building No. 1507 - Armed Forces	Branch Bank24/202	20

Meter No.	Tenant Organization	Group No.	Building Served / Description	
421880	City of Muldraugh (20J D9SC)	587	Muldraugh North Meter	
1200583	City of Muldraugh (20J D9SC)	587		
17979192	City of Muldraugh (20J D9SC)	587	Muldraugh South Meter	
19799193	City of Muldraugh (20J D9SC)	587	South Meter Low	
3955284	Commissary	507	Building No. 121 - Commissary B	
6236457	Commissary	507	Building No. 121 - Commissary A	
2559422	Credit Union	557	Building No. 133 - Fort Knox Credit Union Branch	
6245695	DRMO	511	Building No. 2962 – DRMO	
1000002	Fort Knox Exchange	253	Building No. 51 - PX Maintenance Warehouse	
1017999	Fort Knox Exchange	253	Building No. 52 - PX Warehouse Storage	
1184647	Fort Knox Exchange	253	Building No. 2012 - PX Burger King	
6678679	Fort Knox Exchange	253	Building No. 1608 - AAFES Car Wash	
1000016	Gold Vault	515	Gold Vault	
1000019	Hardin Co Water Dist #1	256	Wilson Avenue Booster	
1545329	Hardin Co Water Dist #2	256	Carpenter Test Road	
1000441	Hardin Co Water Dist #3	256	Prichard Pump Station	
1000008	Knox Post Base Line Data	1297	Building No. 1377 - Armed Forces Bank – Main	
1000102	Knox Post Base Line Data	1297	Building No. 853 - Little Meter	
1000108	Knox Post Base Line Data	1297	Building No. 853 - Big Meter	
1000267	Knox Post Base Line Data	1297	Building No. 1492 - Kuma Dining	
7823023	Knox Post Base Line Data	1297	Building No. 28 - Medical Warehouse	
1000061	Lindsey Golf Course	3612	Building No. 4024 - Golf Course Club House	
4055089	Lindsey Golf Course	3612	Building No. 4127 - Lindsey Green	
1000155	MEDDAC Facilities	1338	Building No. 2724 - Small Meter	
1000156	MEDDAC Facilities	1338	Building No. 2724 – Big Meter	
2081713	MEDDAC Facilities	1338	Building No. 860	
5408309	MEDDAC Facilities	1338	Building No. 851 – Clinic	
5586008	MEDDAC Facilities	1338	Building No. 851 – Kitchen	
7823053	MEDDAC Facilities	1338	Building No. 5949 – Troop Medical	
7824306	MEDDAC Facilities	1338		
7824307	MEDDAC Facilities	1338	Building No. 1022 - Optical Bal.	
7824308	MEDDAC Facilities	1338	Building No. 6289	
7824309	MEDDAC Facilities	1338	Building No. 865 - Inside Meter	
7824310	MEDDAC Facilities	1338	Building No. 6585	
7824311	MEDDAC Facilities	1338	Building No. 1489	
7824312	MEDDAC Facilities	1338	Building No. 6586 - Reception Medical	
7824313	MEDDAC Facilities	1338	Building No. 1068 - Vet Facility	
7824314	MEDDAC Facilities	1338	Building No. 1006	
7862457	MEDDAC Facilities	1338	Building No. 7711 - Vet Facility	
9536354	NAF/MWR	303	Building No. 6597 - Wickham Gues 11/24/202	

Meter No.	Tenant Organization	Group No.	Building Served / Description
1000257	Navy Seals Special Boat GP	1196	Hudson Street Trailer #1
1000258	Navy Seals Special Boat GP	1196	Hudson Street Trailer #2
1080180	Nolin RECC	1732	Building No. 614 - Nolin Recreation
872139	Sewer Plant	1623	Building No. 7207 - Sewer Plant
9918264	SO Contracting	4260	Queen Street Lot 101
1000000	US Army Reserves	1520	Building No. 2327 - US Army Reserve
5471368	Youth Challenge	695	Building No. 2377 - A Enlisted Barracks - 35,760 SF

JA1.6 Monthly Submittals

The Contractor shall provide the Government monthly submittals for the following:

- 1. **Invoice** (IAW Section G.3, *Submission and Payment of Invoices*). The Contractor shall submit payment requests electronically via the internet using the Wide Area Workflow (WAWF) system. The WAWF system is located at the following internet website: https://wawf.eb.mil. Failure to submit invoices in WAWF may result in delay of payment. For further WAWF assistance, contact Customer Support @ 866-618-5988 (toll-free) or 801-605-7095. NOTE: Go to http://wawftraining.com for self-paced training, to learn how to electronically apply for user ID and password, and how to electronically submit and take action on documents in WAWF.
- 2. **Outage Report**. The Contractor's monthly outage report will be prepared in the format proposed by the Contractor and accepted by the Contracting Officer. Outage reports shall be submitted by the 25th of each month for the previous month. Outage reports shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number:	,
E-mail:	

3. **Meter Reading Report**. The monthly meter reading report shall show the current and previous month's readings for all secondary meters. The Contractor's monthly meter reading report will be prepared in the format proposed by the Contractor and accepted by the Contracting Officer. Meter reading reports shall be submitted by the 10th of each month for the previous month. Meter reading reports shall be submitted to:

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Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	,

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4. **Monthly Operating Report**. Copies of the monthly operating reports, the bacteriological analysis reports and the water main reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number:	,
E-mail:	

5. **Monthly Water Withdrawal Permit Report**. Copies of the monthly water withdrawal permit reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	,

6. **Monthly Discharge Monitoring Reports**. Copies of the monthly discharge monitoring reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	502

JA1.7 Energy Saving Projects

In keeping with Section C.3.4, *Energy and Water Efficiencies and Conservation*, any projects that should be implemented or continued would be listed here.

Although there are no projects identified at this time, any future pump motor replacements shall be in compliance with Army Energy conservation policy.

JA1.8 Service Area

IAW Section C.4, *Service Area*, the service area is defined as all areas within the Fort Knox boundaries.

JA1.9 Off-Installation Sites

Fort Knox provides water services to the following off-Installation sites:

- 1) City of Muldraugh
- 2) Hardin County Water District No. 1



JA1.10 Turning Utility Services On and Off

The Contractor will turn on and turn off water services as requested by the Government at no additional cost. Requests of this type are routine calls that include, but are not limited to, allowing maintenance on equipment beyond the point of demarcation, new or upgrading a service, and demolition of an existing service. There will be a substantial number of this type of request for turn on / turn offs over the next several years associated with intense new construction activity.

JA1.11 Special Transition Requirements

IAW Section C.13, *Transition Plan*, there are no known required specific transition requirements at this time.

JA1.12 Government Recognized System Deficiencies

Table 12 provides a list of Government recognized deficiencies, the Government's approach to remedy the deficiency, and the time frame in which the deficiency should be remedied. The deficiencies listed may be physical deficiencies, functional deficiencies, or operational in nature. If the utility system is sold, the Government will not accomplish a remedy for the recognized deficiencies listed. In some cases, these requirements have not been quantified, nor are there project numbers assigned. They are provided to generally acquaint the Contractor with system needs, from the Government's perspective, that should be addressed over the next few years. The Contractor should propose his approach (which must be IAW industry standards) to correct the recognized deficiencies, which may or may not be similar to the Government's approach.

TABLE 12
Government Recognized System Deficiencies
Potable Water Utility System, Fort Knox, Kentucky

System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
System Survey / Assessment and Re–Map the Utility Systems	Conduct a system survey / assessment and re-map the potable water distribution system with GIS coordinates. This project also includes the development of an accurate computerized model of the system.	Within 1 st year of the contract start date
Leak Detection Survey	Conduct a leak detection survey of the entire potable water system lines including the raw water lines and the potable water distribution lines within the main cantonment area and the range areas.	Within 1 st year of the contract start date
Hydraulic Model	Develop a hydraulic model of the entire potable water utility system. This model will be invaluable during the design and replacement of the existing potable water distribution	Within 1 st year of the contract start date
	system.	DEOEN

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Master Flow Meters at the WTPs	The finished water master meter at the Muldraugh WTP pump house needs to be replaced, The meter is well beyond its design life. The finished master water meters at the Muldraugh and Central WTPs need to be calibrated.	Within 1 st year of the contract start date
20-inch Valves	Replace the 20-inch valves on 24-inch CI Line from the West Point well fields to the Muldraugh WTP. The valves are the original valves and are not operable.	Within 1 st year of the contract start date
New Raw Water from the Muldraugh WTP to 16-inch Raw Water Line Between Otter Creek PS & Central WTP	Install a new 16-inch raw water line (roughly 15,840 LF) from the Muldraugh WTP to the raw line connecting the Otter Creek PS to the Central WTP. This line is critical since the raw water from the West Point well field is utilized when the raw water from McCracken Spring and Otter Creek is not suitable to treat at the Central WTP. Fort Knox has indicated that its lease of the three wells and the 14-inch line from HCWD No. 1 will terminate once Fort Knox's potable water utility system is privatized.	Within 1 st year of the contract start date
Otter Creek PS	Repair the creek side of the Otter Creek PS where the bank of the creek has be severely eroded. Install new windows and doors and replace the roof.	
Muldraugh HLPS	Install new windows and doors, paint the exterior face of the concrete block facade and replace the roof.	Within 1 st year of the contract start date
Central WTP	Replace the roof of the Central WTP.	Within 1 st year of the contract start date
Central WTP Clear Well	Replace the roof and coat the interior of the 2.0 MG clear well located at the Central WTP. The size of the clear well may be reduced to accommodate the lowering the roof below grade to protect the concrete surfaces.	Within 1 st year of the contract start date
Muldraugh WTP	This ISDC project cost estimates should include all costs, by year for Years 1-5 that the Offeror would incur to own, operate and maintain the Muldraugh WTP until an alternate potable water source is obtained. It is possible that the potable water purchase contract could be executed at any time during the initial 5 years of the contract. In this event, the Offeror's cost estimate would be pro-rated over the actual months of operation prior to the execution of the purchase water contract. The subsequent ISDC projects associated with the operation and maintenance of the Muldraugh Plant (if any remained) would be cancelled.	Years 1-5 from contract start date
Fire Hydrants	Replace roughly 600 fire hydrants identified by the Fort Knox Fire Department.	Within 4 years of the control start date

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Water Storage Tank No. 5	Tank No. 5 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 1 st year of the contract start date
Automatic Transfer Switches Install automatic transfer switches at the Otter Creek PS, the Central WTP facility and the Muldraugh HLPS. Tie the switches into the new SCADA system.		Within 2 nd year of the contract start date
Line Between Otter Creek PS & Central WTP	Replace roughly 14,437 LF of 16-inch cast iron raw water line between the Otter Creek WTP and the Central WTP facility,	Within 2 nd year of the contract start date
Water Storage Tank No. 6	Tank No. 6 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 2 nd year of the contract start date
Water Storage Tank No. 8	Tank No. 8 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 2 nd year of the contract start date
Water Storage Tank No. 7	Tank No. 7 requires extensive renovation to include the coating of the interior of the tank, the painting of the legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 3 rd year of the contract start date
SCADA System	Install a comprehensive SCADA system to assist the UP Contractor in monitoring and controlling the utility water system components, i.e. raw water wells, pumps, etc. The UP Contractor should coordinate the design and installation of the SCADA system with the Government to ensure that the new meters can also be integrated to the extent possible with the SCADA system.	Within 3 rd year of the contract start date

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Distribution Pipe & Valves	Replace transite pipe in the North Dietz Housing area of the following approximate amounts: • 834 LF of 1-inch • 1,988 LF of 1.5-inch • 3,726 of 2-inch • 284 LF of 3-inch • 4,231 LF of 6-inch • 6,472 LF of 8-inch • 5,927 LF of 10-inch	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace ductile iron pipe in the Van Voorhis Housing area of the following approximate amounts: • 180 LF of 1-inch • 7,076 LF of 1.25-inch • 4,293 LF of 1.5-inch • 11,436 LF of 2-inch • 1,115 LF of 3-inch • 25,835 LF of 6-inch • 18,034 LF of 8-inch • 4,677 LF of 10-inch • 897 LF of 12-inch • 192 LF of 14-inch	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace roughly 4,237 LF of 8-inch pipe which surrounds the site of the new Human Resource Center	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace the following approximate amounts of pipe under Phase I of the distribution pipe replacement program: 994 LF of 1-inch 29 LF of 1.25-inch 759 LF of 1.5-inch 3,720 LF of 2-inch 483 LF of 2.5-inch 4,280 LF of 3-inch 61,582 LF of 6-inch 77,066 LF of 10-inch 17,066 LF of 10-inch 1,665 LF of 14-inch	Within 4 th year of the contract start date

11/24/2020

AMENI	DMENT OF SOLICITATION	MODIFICATIO	N OF CON	TRACT	1. CONTRAC	CT ID CODE	PAGE 1 OF 3			
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DA	TE	4. REQUIS	ITION/PURCHASE	REQ. NO.	S. PROJECT NO.			
	P00001	See Block 16	iC		(If applicable)					
8725 JOHN FORT BEI Buyer/Sym	COD LOGISTICS AGENCY ENERCY N.J. KINGMAN ROAD, SUITE LVOIR, VA 22060-6222 lbol: Taina M. Rivera/DLA Ene 703) 767-8130 E-MAIL: Tain	3937 rgy-EF	P.P. 8.2		NISTERED BY CO	DE (If other than	I Item 6)			
	ADDRESS OF CONTRACTOR (NO.			Control of the Contro	9a. AMENDMEN	T OF SOLICIT	TATION NO.			
Hardin Cou	nty Water District No. 1				9b. DATED (SE.	E ITEM 11)	,			
1400 Roger Radcliff, K	sville Road Y 40160-9343			x	10a. MODIFICAT	P0600-11-C-82				
DUNS: 1304	02811 CA	GE CODE: 316V9			10b. DATED (SE	EE ITEM 13) otember 30, 20	011			
	11. THIS ITEM	ONLY APPLIES T	O AMENDMI	ENTS OF SO						
copy of the offe FAILURE OF PRIOR TO TI desire to change solicitation and 12. ACCOUNT Not Applicable	y completing Items 8 and 15, and refer submitted; or(c) By separate letter YOUR ACKNOWLEDGMENT HE HOUR AND DATE SPECIFIFIE an offer already submitted, such chis amendment, and is received printing AND APPROPRIATION DATA APPLIES ONLY TO MODIFICATION AT THE GUANGE ORDER IS 1500.	or telegram which it TO BE RECEIVED TO MAY RESULT thange may be made to the opening ho To the opening	ncludes a refo AT THE P IN REJECT by telegram our and date sp rs/ORDERS,	erence to the LACE DES TION OF Your letter, pro- pecified.	e solicitation and an GIGNATED FOR TO OUR OFFER. If be wided each telegram	nendment numl THE RECEIP' by virtue of this or letter make	ors. T OF OFFERS amendment you s reference to the			
	A. THIS CHANGE ORDER IS ISSU THE CHANGES SET FORTH IN	ITEM 14 ARE MADE	IN THE CON	TRACT ORI						
X	B. THE ABOVE NUMBERED CON paying office, appropriation date,	etc.) SET FORTH IN I	TEM 14, PUR	SUANT TO	THE AUTHORITY O	F FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED	INTO PURSUA	ANT TO AU	THORITY OF: FAR	43.103(a)				
	D. OTHER (Specify type of modificate	ion and authority)								
	: Contractor [X] is not, [] is required									
14. DESCRIPTION		Kentucky – U Potable Wate Additional Pag	tility Priver Utility	vatizatio System	n Contract	ct subject matter	where Jeasible.)			
THE RESERVE TO SHARE THE PARTY OF THE PARTY	vided herein, all terms and conditions of the	document referenced in								
15A. NAME AN	D TITLE OF SIGNER (Type or print)				CONTRACTING OF . KOESSEL	FICER (Type or	print)			
15B. NAME OF	CONTRACTOR/OFFEROR	15C.DATE SIGN	The second second	the state of the s	ATES OF AMERICA	16C	DATE SIGNED			
The second secon	re of person authorized to sign)			(Signature	of Contracting Officer		OF N/F			
NSN 7540-01-15 Previous Edition					STANDA Prescribe	ARD FORM 30 d by GSA FAR	48 eF (3.53.24)			

11/24/2020

- A. The purpose of this modification is to revise CLIN 0052 to provide funding for the first four (4) months of the ISDC Surcharge for Year 1 in the amount of \$1,895,324.00, for the period from February 1, 2012 to May 31, 2012. Section B.3 is hereby revised as a result of these changes to include the applicable appropriation data in Section G. Accordingly, the contract is modified as follows:
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0052 is hereby revised as follows:

FROM:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052 0052AA	ISDC Surcharge – Year 1 Months 1-12 of 60 ACRN: TBD Period of Performance: Contract Start Date + 12 mos	12	mo	\$473,831.00	\$5,685,972.00
	Period of Performance: Contract Start Date + 12 mos				

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052 0052AA	ISDC Surcharge – Year 1 Months 1-4 of 60 ACRN: AB Period of Performance: February 1, 2012 – May 31, 2012	4	mo	\$473,831.00	\$1,895,324.00
0052AB	Months 5-12 of 60 ACRN: TBD Period of Performance: June 1, 2012 – January 31, 2013	8	Мо	\$473,831.00	\$3,790,648.00

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COMMISSION OF KENTUCKY

C. G.6 Accounting and Appropriation Data

ACRN AB is hereby established in the amount of \$1,895,324.00. Funds are provided under the Direct Cite MIPR Number 10098889 as follows:

Line of Accounting:

AB (02120112011	2020000	A22TT	131056 OMIS	2334	0010098889	0020001382	021001	\$1,895,324.00
------	-------------	---------	-------	--------------------	------	------------	------------	--------	----------------

Funding Breakdown:

Funding for ACRN AB: On SubCLIN 0052AA \$1,895,324.00

Total Funding: \$1,895,324.00 Total Funding for ACRN AB: \$1,895,324.00

Remaining Funds for ACRN AB: \$0.00

- D. The total amount obligated on the contract is increased by \$1,895,324.00 from \$592,518.00 to \$2,487,842.00.
- E. The total value of the contract remains unchanged at \$253,843,146.00.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

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11/24/2020

PPUBLIC³SERVICE COMMISSION OF KENTUCKY

AMENI	DMENT OF SOLICITATION	MODIFICATION OF			1. CONTRACT ID C		PAGE 1 OF 3
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITI	ON/PURCHASE REQ.		PROJECT NO.
	P00002	See Block 16C				(4	f applicable)
8725 JOHN FORT BEL Buyer/Sym	COD LOGISTICS AGENCY ENERG N.J. KINGMAN ROAD, SUITE LVOIR, VA 22060-6222 bol: Taina M. Rivera/DLA Ene 703) 767-8130 E-MAIL: Tair	GY 3937 rgy-EF	7. A	DMINIS	STERED BY CODE (IF	other than	Item 6)
	ADDRESS OF CONTRACTOR (NO				a. AMENDMENT OF	SOLICIT	ATION NO.
Hardin Cou	nty Water District No. 1			9	Ob. DATED (SEE ITE)	M 11)	
	Y 40160-9343			X		-11-C-827	
DUNS: 13040	02811	GE CODE: 316V9		1	0b. DATED (SEE ITE		
50115. 1504			ary and an and a	FOOT	Septemb	er 30, 20	011
	e numbered solicitation is amended	M ONLY APPLIES TO AMI					
copy of the offer FAILURE OF PRIOR TO THe desire to change solicitation and 12. ACCOUNT Not Applicable	y completing Items 8 and 15, and re er submitted; or(c) By separate letter YOUR ACKNOWLEDGMENT HE HOUR AND DATE SPECIFIFIED an offer already submitted, such cithis amendment, and is received profing and appropriation data. APPLIES ONLY TO MODIFICATION A. THIS CHANGE ORDER IS ISSUE	r or telegram which include TO BE RECEIVED AT TED MAY RESULT IN RE hange may be made by tele ior to the opening hour and A (If required) ONS OF CONTRACTS/OR	es a reference to THE PLACE EJECTION Of gram or letter, date specified DERS, IT MOI	o the so DESIG F YOU, provide	olicitation and amendm NATED FOR THE F IR OFFER. If by virtued ed each telegram or let	nent numb RECEIPT ue of this tter makes	ors. OF OFFERS amendment you reference to the
4	THE CHANGES SET FORTH IN	I ITEM 14 ARE MADE IN TH	IE CONTRACT				
X	 B. THE ABOVE NUMBERED CON paying office, appropriation date, 					The same of the sa	G
	C. THIS SUPPLEMENTAL AGREE						
	D. OTHER (Specify type of modificat	tion and authority)	- Marian		er.		
	C: Contractor [X] is not, [] is required ON OF AMENDMENT/MODIFICATION.					aat wester	whore feasible
A. DESCRIPTION	Fort Knox	, Kentucky – Utility Potable Water Ut Additional Pages for	y Privatiza ility Syste	ition (m	Contract		
	vided herein, all terms and conditions of the				anged, remain unchanged a		
IJA. NAIVIE AN	D TITLE OF SIGNER (Type or print)		THE PARTY OF THE P		KOESSEL	(Type or	p. a.c.)
	CONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITE	STAT	ES OF AMERICA Contracting Officer)		DATE SIGNED
NSN 7540-01-15	ure of person authorized to sign) 52-8070		Lisight	nare of C	STANDARD F	DRM 30	(RE 7. 10 8.V
Previous Edition	Unusable				Prescribed by G		48 CFR) 53.243 11/24/2020

PUBLIC SERVICE COMMISSION

OF KENTUCKY

- A. The purpose of this modification is to revise CLIN 0052 to return the funding previously obligated in Modification P00001. The funding for CLIN 0052 is decreased in the amount of \$1,895,324.00 from \$1,895,324.00 to \$0.00. Section B.3 is hereby revised as a result of these changes to include the applicable appropriation data in Section G. Accordingly, the contract is modified as follows:
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0052 is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0052 0052AA	ISDC Surcharge – Year 1 Months 1-4 of 60 ACRN: AB	4	mo	\$473,831.00	\$1,895,324.00
0052AB	Period of Performance: February 1, 2012 – May 31, 2012 Months 5-12 of 60 ACRN: TBD Period of Performance: June 1, 2012 – January 31, 2013	8	Мо	\$473,831.00	\$3,790,648.00

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052 0052A	ISDC Surcharge – Year 1 Months 1-12 of 60	12	mo	\$473.831.00	\$5,685,972.00
0032A	ACRN: TBD Period of Performance: February 1, 2012 – January 31, 2013	12	mo	Ψ-7-3,00-1.00	ψ5,005,572.50

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11/24/2020

PRESERVICE COMMISSION OF KENTUCKY

C. G.6 Accounting and Appropriation Data

ACRN AB, previously established in Modification P00001, is hereby deleted in its entirety. Funds are decreased in the amount of \$1,895,324.00 from \$1,895,324.00 to \$0.00.

Line of Accounting:

AB 02120112011 2020000 A22TT 131056QMIS 2334 0010098889 0020001382 021001

\$0.00

Document Reference Number: MIPR10098889

Funding Breakdown:

Funding for ACRN AB:

On SubCLIN 0052AA

\$0.00

Total Funding in Mod P00001:

\$1,895,324.00

Total Funding Decreased in this Mod:

\$1,895,324.00

Total Funding for ACRN AB:

\$0.00

Remaining Funds for ACRN AB:

\$0.00

- D. The total amount obligated on the contract is decreased by \$1,895,324.00 from \$2,487,842.00 to \$592,518.00.
- E. The total value of the contract remains unchanged at \$253,843,146.00.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

Passion COMMISSION OF KENTUCKY

AMEND	DMENT OF SOLICITATION	N/MODIFIC	CATION OF CO	NTRACT	1. CONTRACT	1D CODE	PAGE 1 OF 2
2. AMENDMEI	NT/MODIFICATION NO. P00003		TIVE DATE Ecember 2011	4. REQUISI	TION/PURCHASE R N/A		PROJECT NO. (If plicable)
8725 JOHN FT. BELVO BUYER/SY	RGY- ENERGY ENTERPRIS I J. KINGMAN ROAD, SUIT DIR, VA 22060-6222 (MBOL: BRYAN SVEUM/E 103) 767-9518	E 3830 FAX (703)	SP0600 767-8506	7. ADMIR CODE	NISTERED BY (If oth	er than Item 6)	
	ADDRESS OF CONTRACTOR (N	O., street,city,co	ounty, State, and ZIP Co	ode)	9a. AMENDMENT	OF SOLICITA	TION NO.
140 Rad Pho Fax	edin County Water District O Rogersville Road Heliff, KY 40160-9343 One: (270) 351-3222 ext. 2 C: (270) 352-3055 C: Jim Bruce, General M	208			9b. DATED (SEE	ITEM 11)	
	NS# 130402811 GE# 316V9			х		600-11-C-8	
ı					10b. DATED (SEA 30 S	E <i>ITEM 13)</i> leptember 2	011
	11. THIS 1	TEM ONLY A	PPLIES TO AMENI	DMENTS OF S		1	
HOUR AND D offer already su amendment, and 12. ACCOUNT	OWLEDGMENT TO BE REC DATE SPECIFIED MAY RESUlbmitted, such change may be maded is received prior to the opening FING AND APPROPRIATION DATAPPLIES ONLY TO MODIFICA	LT IN REJE de by telegran hour and date TA (If required	CTION OF YOUR to reletter, provided specified.	OFFER. If be each telegram	y virtue of this amer or letter makes refere	idment you des ence to the soli	ire to change an citation and this
ITEM 14.	A. THIS CHANGE ORDER IS IS						
·	CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CO	11EM 10A, 12	.05 CHANGES-FIXED	PRICE (AUG	87)		
X	paying office, appropriation da C. THIS SUPPLEMENTAL AGR	te, etc.) SET FC EEMENT IS E	ORTH IN ITEM 14, PUNTERED INTO PURS	JRSUANT TO T	HE AUTHORITY OF	FAR 43.103(b)	ich as changes in
	OTHER (Specify type of modificati Γ: Contractor [x] is not, [] is requi	red to sign this	document and return		the issuing office.		
13. DESCRIPT	FION OF AMENDMENT/MODIFI		-	_	-		where feasible.)
	Reference: Fo	rt Kilox Ai	·	•	vatization Cont	ract	
F	Martin Day 100 C	at a t	See Page 2	,		ો	6.11.5
	ed herein, all terms and conditions of D TITLE OF SIGNER (Type or prin		refereed in Reni 9A of	16A. NAME	ore enunged, reprayes to OF CONTRACTING OHNSON		in force and effect.
BY	CONTRACTOR/OFFEROR ure of person authorized to sign)		15C.DATE SIGNED	16B. UNITE	D STATES OF AME	<i>├</i> ~ 	December 2 1/1
NSN	7540-01-152-8070 VIOUS EDITION UNUSABLE		30-105			FOR M 30 (RE	v. 10-83) 11/24/2020
					(/		JBLIC SERVICE COMMISSION

OF KENTUCKY

15B. NAME OF CONTRACTOR/OFFEROR BY	15C.DATE SIGNED	16B, UNITED STATES OF AMERICA	16C.DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	8 November 2011

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to incorporate the following administrative change:

The Contracting Officer cited under Section G, Contract Administration Data, is hereby changed:

From:

To:

BRIAN J KOESSEL

8725 John J. Kingman Road

Suite 3725

Fort Belvoir, VA 22060

DSN: 427-1595

Phone: (703) 767-1595

E-mail: brian.koessel@dla.mil

JAMES JOHNSON

8725 John J. Kingman Road

Suite 3725

Fort Belvoir, VA 22060

DSN: 427-9554

Phone: (703) 767-9554

E-mail: james.1.johnson@dla.mil

All other terms and conditions of the subject contract remain unchanged and in full force and effect.

END OF MODIFICATION



11/24/2020

AMENDMENT OF SOLICITATION/MOD	FICATION C	OF CONTRACT	1. CONTRACT ID CODE K Page 1 or				
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECT 18 Ja	TVE DATE anuary 2012	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If ap				
6. ISSUED BY	CODE	SP0600		-	BY (If other than Item 6)		
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Bryan Sveum/DLA Energy-F PHONE: (703) 767-9518 E-MAIL: bryan.	A sveum@dla.mi		CODE		×		
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	et city, county, State ,a	ınd ZIP Code)		9a. AMENDMENT OF S	SOLICITA	ATION NO.
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE ITEM I		
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				X	10a. MODIFICATION ON SP0600-11-C-	-8271	RACT/ORDER
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				and the state of	10b. DATED (SEE ITEM 30 Septemb		
11. [The above numbered solicitation is am	STATE OF THE PARTY	Maria de la companione de	AMENDMENTS OF	SOI	ICITATIONS		
The hour and date specified for receipt of Offers must acknowledge receipt of this at methods: (a) By completing Items 8 and 1 copy of the offer submitted; or(c) By separate FAILURE OF YOUR ACKNOWLEDGOFFERS PRIOR TO THE HOUR AND amendment you desire to change an offer or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MOD	mendment pri 5, and returni rate letter or to MENT TO 10 DATE SPE already subminand this ame N DATA (If rea	or to the hour and d ng copy of elegram which inch BE RECEIVED A' CIFIED MAY RE itted, such change n endment, and is rece quired)0	late specified in the the amendment;(b) lades a reference to the The PLACE DESULT IN REJECT may be made by telestived prior to the operation of the prior to the operation.	By ache so CSIG TON gram ening	cknowledging receipt of the dicitation and amendment NATED FOR THE REGIOF YOUR OFFER. If or letter, provided each to hour and date specified.	this amend the numbers CEIPT C If by virtue telegram	dment on each s. DF e of this
A. THIS CHANGE ORDER IS ISSU		NT TO: (Specify autho	ority) THE CHANGES	SET	FORTH IN ITEM 14 ARE	MADE IN	THE
CONTRACT ORDER NO. IN IT B. THE ABOVE NUMBERED CON	TRACT/ORD					ıch as char	iges in paying
office, appropriation date, etc.) S C. THIS SUPPLEMENTAL AGREE							
D. OTHER (Specify type of modifica	THE RESERVE OF THE PARTY OF THE		JANI 10 AUTHORI	I Y O	r:		
E. IMPORTANT: Contractor [X] is not, []	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	CONTRACTOR OF THE PARTY OF THE	return conic	es to t	he issuing office.		
14. DESCRIPTION OF AMENDMENT/MO						t matter wh	ere feasible.)
Fo		Potable Wate	tility Privatiza r Utility Syste	m			
	See A	Additional Pag	es for Further I	Deta	ils.		
P			04 - 104			.1. 1. ^	.11 6 1 -00 -/
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type		ument referenced in Ite	16A. NAME OF	CON	TRACTING OFFICER	ed and in fi	un force and effect.
15B. NAME OF CONTRACTOR/OFFEROI	₹	15C.DATE SIGNED			S OF AMERICA	10	6C.DATE SIGNED
BY (Signature of person authorized to signature of person authorized to si			BY CSCOUNT		Contracting Officer)	_ 1	8 January 2012
NSN 7540-01-152-8070	n)		(Signati	rejoj		DARD FO	RM 30 (REV.10-83)
PREVIOUS EDITION UNUSABLE			_///		/ Prescrib	ped by GSA 8 CFR) 52	A

RECEIVED

11/24/2020

A. The purpose of this modification is to correct the DFAS Payment Office.

FROM: TO: HQ0105 HQ0490

DEFENSE FINANCE ACCOUNTING SERVICE DEFENSE FINANCE ACCOUNTING SERVICE

DFAS INDIANAPOLIS CENTER DFAS-INDY VP GFEBS 899 E. 56^{TH} STREET 8899 E 56TH STREET INDIANAPOLIS, IN 46249 INDIANAPOLIS IN 46249-3800

B. All other terms and conditions of the subject contract remain unchanged and in full force and effect.

END OF MODIFICATION



11/24/2020

AMEN	DMENT OF SOLICITATION/MOD	IFICATION OF COM	TRACT	1. CONTRACT ID	CODE K	Page 1 of 2	
2. AM	ENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE D. 31 January 2	10,7,70	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applied N/A)			
8725 FOR Buye	ED BY ENERGY – ENERGY ENTERPRISE JOHN J. KINGMAN ROAD, SUITE T BELVOIR, VA 22060-6222 t/Symbol: Kenneth Richardson/DLA E: NE: (703) 767-9559 E-MAIL: kennet	nergy-EA	SP0600	7. ADMINISTERE	D BY (If other than Item	6) CODE	
8. NAN	ME AND ADDRESS OF CONTRACT	FOR (NO., street city, c	county, State ,an	d ZIP Code)	9a. AMENDMENT	OF SOLICITATION NO.	
1400	lin County Water District No. 1 Rogersville Road Liff, KY 40160-9343				9b. DATED (SEE II	TEM 11) ION OF CONTRACT/ORDER	
Phon	ne: (270) 351-3222 ext. 208 (270) 352-3055			12	NO. SP0600-1		
DUN	: Jim Bruce, General Manager IS# 130402811 E#316V9				10b. DATED (SEE) 30 Sep	ITEM 13) otember 2011	
	. 11.	THIS ITEM ONLY	APPLIES TO	MENDMENTS OF S	OLICITATIONS		
method copy of FAILU OFFEI amendi or lette	must acknowledge receipt of this at its: (a) By completing Items 8 and 1 f the offer submitted; or(c) By separate OF YOUR ACKNOWLEDGES PRIOR TO THE HOUR AND ment you desire to change an offer remakes reference to the solicitation of the countring and appropriation.	5, and returning	copy of the which include CEIVED AT D MAY RESuch change mat, and is received.	e amendment;(b) By les a reference to the s THE PLACE DESIGN ULT IN REJECTIO by be made by telegrant and prior to the opening	acknowledging receipt solicitation and amends GNATED FOR THE N OF YOUR OFFER m or letter, provided ea ng hour and date specif	of this amendment on each ment numbers. RECEIPT OF R. If by virtue of this ach telegram fied.	
13. TH	IS ITEM APPLIES ONLY TO MOD	IFICATIONS OF CO	NTRACTS/OI	RDERS, IT MODIFIE	S THE CONTRACT/O	RDER NO. AS DESCRIBED IN	
4 2 65174 8	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		(Specify author	ity) THE CHANGES SE	T FORTH IN ITEM 14 /	ARE MADE IN THE	
	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S					S (such as changes in paying	
X	C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED	INTO PURSUA	NT TO AUTHORITY	OF: FAR 52.243-1		
	D. OTHER (Specify type of modifica						
The second secon	ORTANT: Contractor[] is not, [X] CRIPTION OF AMENDMENT/MO			The state of the s	to the issuing office.		
and the second		ort Knox, Kent	ucky – Ut	ility Privatizati Utility System		egoca manue trini o joulante.	
		See Addit	ional Page	s for Further De	tails.		
Except a	s provided herein, all terms and conditi	ons of the document ref	ferenced in Item	9A or 10A, as heretofol	re changed, remains unch	anged and in full force and offect.	
15A. N	AME AND TITLE OF SIGNER (T) AME S BRUCE, GEN	e or print) IERAL MANA	BSL		NTRACTING OFFICE Goins-Berntsen	R	
15B, NA	ME OF CONTRACTOR/OFFEROR						
ВУ	Signature of person authorized to sign	31-3	TE SIGNED AN-2012	I may be a second	Of Contracting Officer)	REACEIVE	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE Prescribed by GSA
FAR (48 CFR) 52PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- A. The purpose of this modification is to attach the Bill of Sale for the Water Utility System, dated January 31, 2012, as Reference Document JR8, *Bill of Sale*.
- B. The Easement is not completed at this time and will be incorporated at a later date. The Contractor and its agents, employees, contractors, and subcontractors shall have reasonable access to the Installation to accomplish its duties and responsibilities under the Contract identified in block 10a. The U.S. Army Garrison, Fort Knox, pursuant to Army Regulation 405-80 paragraph 2-13 b. (2) granted a Revocable License to Hardin County Water District #1. This License authorizes ingress and egress to Fort Knox, Kentucky for the purposes of, installing, operating and maintaining utility systems out side Hardin County Water District #1 utility easement; such as water meters, water lines and other utility work required to comply with their contract. The License is granted for the period of 1 February 2012 through 31 July 2012.
- C. The Contracting Officer cited under Section G, Contract Administration Data, is hereby changed:

From: To:

JAMES JOHNSON

8725 John J. Kingman Road
Suite 3725

Fort Belvoir, VA 22060

LISA GOINS-BERNTSEN
8725 John J. Kingman Road
Suite 3725

Fort Belvoir, VA 22060

Fort Belvoir, VA 22060

DSN: 427-9554 DSN: 427-7543

(703) 767-9554 (703) 767-7543 E-mail: james.1.johnson@dla.mil E-mail: lisa.goinsberntsen@dla.mil

D. The total amount obligated on the contract remains unchanged at \$592,518.00.

E. The total value of the contract remains unchanged at \$253,843,146.00.

F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

UTILITY SYSTEM BILL OF SALE

FOR WATER UTILITY SYSTEM FOR FORT KNOX MILITARY INSTALLATION, HARDIN COUNTY, KENTUCKY

This BILL OF SALE made and entered into this 2 day of January, 2012, by and between the UNITED STATES OF AMERICA, hereinafter the "Government", acting by and through the Secretary of the Army, c/o Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CELRL-RE, P.O. Box 59, Louisville, Kentucky 40201-0059, hereinafter referred to as the "Seller", under and pursuant to 10 USC 2688 and in accordance with Contract No. SP0600-11-C-8271, which is attached hereto as Exhibit A, and HARDIN COUNTY WATER DISTRICT NO. 1, hereinafter the "Purchaser", 1400 Rogersville Road, Radcliff, Kentucky 40160-9343.

The Government, for good and valuable consideration as set out in Exhibit A, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, set over and deliver to the Purchaser, its successors and assigns, all right, title, and interest of the Government in and to the water utility system, hereinafter the "System", owned by the Government, as and where such System presently exists on Fort Knox, Hardin County, Kentucky, comprised of all equipment, fixtures, structures, and other improvements, including access as provided for in the Right-of-Entry and subsequent Easement with this Bill of Sale, wholly excluding, however, any real property underlying, overlying, or surrounding such equipment, fixtures, structures, and other improvements. Such System is more specifically described in Exhibit B, attached hereto and made a part hereof.

The Government specifically disclaims and excludes any implied warranties of condition, of fitness for a particular purpose, of merchantability, or of any other kind under the laws of the United States and of the state in which the system is located. The System is sold "as is, where is." This Bill of Sale does not grant any right of access, right-of-way, or easement of any kind whatsoever over, across, or to the real property underlying, overlying, or surrounding the System. Any right of access to the System is contained, if at all, in a document separate from this Bill of Sale.

RECEIVED

11/24/2020

IN WITNESS WHEREOF, I have hereunto set my hand this $3i^{5t}$ day of January, 2012, by authority of the Secretary of the Army.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Army

Weronica A. Hiriams, Chief Real Estate Division
Louisville District
U.S. Army Corps of Engineers

STATE OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing Bill of Sale was acknowledged before me this $\frac{31}{1}$ day of January, 2012, by Veronica A. Hiriams, Chief, Real Estate Division, Louisville District, U.S. Army Corps of Engineers, Louisville, Kentucky, acting by and through the Secretary of the Army for the United States of America.

My Commission Expires: 4

Notary Public, State at Large, Kentucky

APPROVAL AND ACCEPTANCE:

On this 31° day of 340° , 2012, Hardin County Water District No. 1 hereby approves and accepts this Bill of Sale and does hereby agree to all of the terms and conditions thereof.

HARDIN COUNTY WATER DISTRICT NO.

JAM:

BRUCE

TILE: GENER!

MANNER

Page 2 of 3

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11/24/2020

STATE OF Kentucky)			
COUNTY OF Hardin)			
The foregoing Bill of Sale was a Junuary, 2012 by Angrea Proceedings of the COUNTY WATER DISTRICT NO	Wher as Executive		
My Commission Expire		Wisi	NOTARY PUBLIC PUBLIC NO. 452504 NO. 45250N
iviy comunission Expire	.s. 10 12 2013		ID NO WASSION WY CONAMSSION EXPIRES TOTAL PLANTS
	Notary Public State	at lane Ko	TARKEL GO A POSITION

11/24/2020

AMENDMENT OF SOLICITATION/MODI	EICATION O	E CONTRACT	1. CONTRACT II	D.CC	NDF V		Dans Laf2
AMENDMENT OF SOLICITATION/MODI	FICATION O	r CONTRACT	1. CONTRACT II	<i>J</i> CC	DE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECT 31 Ja	IVE DATE anuary 2012	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If appli			CT NO. (If applicable)	
6. ISSUED BY	CODE	SP0600	7. ADMINISTER	ED I	BY (If other than Item	6) (CODE
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA En PHONE: (703) 767-9559 E-MAIL: kenneth	ergy-EA	lla,mil					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	t city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLICI	TATION NO.
Hardin County Water District No. 1					9b. DATED (SEE IT	EM 11)	
1400 Rogersville Road Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				Х	10a, MODIFICATIONO. SP0600-1		NTRACT/ORDER
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 1 30 Sep	TEM 13) otember 2011	
11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		
The hour and date specified for receipt of Offers must acknowledge receipt of this an methods: (a) By completing Items 8 and 1: copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation	nendment prices, and returning the letter or te MENT TO E DATE SPECTATE AND	or to the hour and dating copy of the elegram which include BE RECEIVED AT CIFIED MAY RESU ange may be made by indment, and is received.	e specified in the so e amendment;(b) By es a reference to the THE PLACE DESI JLT IN REJECTION by telegram or letter,	soli IGN ON (mowledging receipt of the citation and amenda in the citation and amenda in the citation and amenda in the citation and ci	of this amer nent numbe RECEIPT . If by virtu	ndment on each rs. OF
12. ACCOUNTING AND APPROPRIATION				***			
13. THIS ITEM APPLIES ONLY TO MOD ITEM 14.	IFICATIONS	OF CONTRACTS/OR	DERS, IT MODIFII	ES T	HE CONTRACT/OR	DER NO. A	S DESCRIBED IN
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES S	ET I	FORTH IN ITEM 14 A	RE MADE I	N THE
X B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						(such as cho	inges in paying
C. THIS SUPPLEMENTAL AGREE			NT TO AUTHORITY	OF	: FAR 52.243-1		
D. OTHER (Specify type of modifical			activities when the real section is				
E. IMPORTANT: Contractor [X] is not, []				_	he issuing office.		Long Constitute
14. DESCRIPTION OF AMENDMENT/MO	DIFICATION	(Organized by UCF sec	tion headings, includi	ng so	oucitation/contract sub	ject matter w	nere Jeasible.)
×							
F	ort Knox,	Kentucky – Ut Potable Water			n Contract		
	See .	Additional Page	s for Further D	eta	ils.		
Except as provided herein, all terms and condition	ons of the docu	ment referenced in Item	9A or 10A, as heretof	fore o	changed, remains uncha	anged and in	full force and effect.
15A. NAME AND TITLE OF SIGNER (Typ	e or print)				TRACTING OFFICE	RFO	CEIVED
15B. NAME OF CONTRACTOR/OFFEROR	2	15C.DATE SIGNED	16B. UNITED STA	200			16C.DATE SIGNED
			(1)(/		1440	V	1/24/2020 31 January 2012
(Signature of person authorized to signature)	n)		BY	e of	Contracting Officer)	PUB	LIC SERVICE
NSN 7540-01-152-8070				25		NDARD F	MMISSION OBMAN(REVALO-83)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FOR 3 THE KY-83)
Prescribed by GSA
FAI (48 CFR) 52 243

- A. The purpose of this modification is to provide 2 months of funding for SubCLIN 0001AA. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0001 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0001	Monthly Utility Service Charge (Year 1)				
0001AA	Months 1-12 of 600 ACRN: TBD	12	Mo.	\$246,172.00	\$2,954,064.00

See Schedule 1 for Breakout of Monthly Utility Service Charge

TO:

CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	Total Price
0001	Monthly Utility Service Charge (Year 1)				
0001AA	Month 1 and 2 of 600 ACRN: AB	2	Mo.	\$246,172.00	\$492,344.00
0001AB	Year 1 – Months 3-12 of 600 ACRN: TBD	10	Mo.	\$246,172.00	\$2,461,720.00

CLIN 0052 is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0052	ISDC Surcharge – Year 1				
0052AA	Months 1-12 of 60 ACRN: TBD	12	Mo.	\$473,831.00	\$5,685,972.00

TO:

CLIN	Description	<u>Qty</u>	<u>Unit</u>	Unit Price -	Total Price
0052	ISDC Surcharge – Year 1	<u></u>			RECEIVED
0052AA	Month 1 and 2 of 60 ACRN: AB	2	Mo.	\$473,831.00	\$94 7,\$6<u>2.4</u>020
0052AB	Year 1 – Months 3-12 of 60 ACRN: TBD	10	Mo.	\$473,831.00	PUBLIC SERVICE \$4,7 69C3N/M/M OSSION OF KENTUCKY

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AB is hereby established in the amount of \$1,440,006.00. Funds are provided under the Direct Cite MIPR Number MIPR2D10132035 as follows:

Line of Accounting:

AB 02120122012 2020000 A2ABH 131079QDPW 2540 0010132035 1012.502 2ABH0086 021001 \$1,440,006.00

- D. The total amount obligated is increased by \$1,440,006.00 from: \$592,518.00 to: \$2,032,524.00.
- E. The total value of the contract remains unchanged at \$253,843,146.00.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT	1. CONTRACT ID C	CODE K	Page 1 of 3		
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 6 April 2012	4. REQUISITION/PUI		OJECT NO. (If applicable)		
6. ISSUED BY	CODE SP0600	7. ADMINISTEREI	BY (If other than Item 6)	CODE		
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE- FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA E PHONE: (703) 767-9559 E-MAIL: kenne	nergy-EA					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State ,and	d ZIP Code)	9a. AMENDMENT OF SO	LICITATION NO.		
Hardin County Water District No. 1 1400 Rogersville Road			9b. DATED (SEE ITEM 11)			
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055		X	10a. MODIFICATION OF NO. SP0600-11-C-8.			
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9		e consideration of the constant of the constan	10b. DATED (SEE ITEM 1: 30 September			
11 []The above numbered solicitation is am	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATIO	N DATA (If required)0	med as Statistica to the mean artistica as discounting and artistic as a second	er en			
13. THIS ITEM APPLIES ONLY TO MOD ITEM 14.	IFICATIONS OF CONTRACTS/OF	RDERS, IT MODIFIES	THE CONTRACT/ORDER N	O. AS DESCRIBED IN		
	JED PURSUANT TO: (Specify authori TEM 10A.	ty) THE CHANGES SET	FORTH IN ITEM 14 ARE MA	DE IN THE		
	NTRACT/ORDER IS MODIFIED TO R SET FORTH IN ITEM 14, PURSUANT			s changes in paying		
C. THIS SUPPLEMENTAL AGREE	EMENT IS ENTERED INTO PURSUA	NT TO AUTHORITY O	F:			
D. OTHER (Specify type of modifical		eturn 1 copies t	o the issuing office.			
E. IMPORTANT: Contractor [] is not, [X] 4. DESCRIPTION OF AMENDMENT/MO	I is required to sign this document and report of the property	ction headings, including		ter where feasible.)		
F	ort Knox, Kentucky – Ut Potable Water See Additional Page	Utility System				
Except as provided herein, all terms and conditi				id in full force and effect.		
15A. NAME AND TITLE OF SIGNER (Type	pe or print)	The second secon	NTRACTING OFFICER Goins-Berntsen			
15B. NAME OF CONTRACTOR/OFFERO	R 15C.DATE SIGNED	16B. UNITED STAT		16C.DATE SIGNED		
BY (Signature of person authorized to signature	m)	By Signature o	Contracting Officer)	RECEIVE		
NSN 7540-01-152-8070		12-5-33-00	0 30 7	D FORM 31 (REAL/2020)		
PREVIOUS EDITION UNUSABLE			Prescribed b			

COMMISSION OF KENTUCKY

\$947,662.00

11/24/2020

COMMISSION

OF KENTUCKY

\$4,738,31800C SERVICE

Mo.

Mo.

10

\$473,831.00

\$473,831.00

- A. The purpose of this modification is to provide 10 months of funding for SubCLIN 0001AB and SubCLIN 0052AB. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

0052AA

0052AB

Month 1 and 2 of 60

Year 1 - Months 3-12 of 60

AC

ACRN:

ACRN:

Utility Service Payment by the Government

CLIN 0001 is hereby revised as follows:

FROM:

	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0001	Monthly Utility Service Charge (Year 1)				
	0001AA	Month 1 and 2 of 600 ACRN: AB	2	Mo.	\$246,172.00	\$492,344.00
	0001AB	Year 1 – Months 3-12 of 600 ACRN: TBD	10	Mo.	\$246,172.00	\$2,461,720.00
TO:						
	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0001	Monthly Utility Service Charge (Year 1)				
	0001AA	Month 1 and 2 of 600 ACRN: AB	2	Mo.	\$246,172.00	\$492,344.00
	0001AB	Year 1 – Months 3-12 of 600 ACRN: AC	10	Mo.	\$246,172.00	\$2,461,720.00
CLIN FRO		reby revised as follows:				
	CLIN	Description	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
	0052	ISDC Surcharge – Year 1				
	0052AA	Month 1 and 2 of 60 ACRN: AB	2	Mo.	\$473,831.00	\$947,662.00
	0052AB	Year 1 – Months 3-12 of 60 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00
TO:					Heit Dele	Total Dries
	CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	<u>Total Price</u>
	0052	ISDC Surcharge – Year 1				RECE

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AC is hereby established in the amount of \$7,200,030.00. Funds are provided under the Direct Cite MIPR Number MIPR2D10132035 as follows:

Line of Accounting:

AC 02120122012 2020000 A2ABH 131079QDPW 2540 0010132035 1012.502 2ABH0086 021001

\$7,200,030.00

- D. The total amount obligated is increased by \$7,200,030.00 from: \$2,032,524.00 to: \$9,232,554.00.
- E. The total value of the contract remains unchanged at \$253,843,146.00.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLIC	CITATION/MOD	IFICATION	OF CONTRACT	I. CONTRACT	ID C	ODE K		Page 1 of 2
2. AMENDMENT/MODH P00008	TICATION NO.	The same in the same in	TIVE DATE August 2012	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicate No. 1)				JECT NO. (If applicable)
6. ISSUED BY		CODE	SP0600	7. ADMINISTE	RED	BY (If other than Hem	6)	CODE
DLA ENERGY – ENERG 8725 JOHN J. KINGMAN FORT BELVOIR, VA. 2 Buyer/Symbol: Daonna Y PHONE: (703) 767-8576	NROAD, SUITE 6 2060-6222 oung/DLA Energy-	-EA	ul					
8. NAME AND ADDRESS	OF CONTRACT	OR (Nt), stre	et city, county. State and	ZIP Code)	-	9a. AMENDMENT	OF SOL	ICITATION NO.
Hardin County Water Dis 1400 Rogersville Road Radciiff, KY 40160-9343 Phone: (270) 351-3222 ex Fax: (270) 352-3055					N	9b. DATED (SEE TO 10a. MODIFICATE NO. SP0600-1	ON OF C	CONTRACT/ORDER
POC: Jim Bruce, General DUNS # 1304/2811 CAGE #316V9	Manager					10b. DATED (SEE) 30 Sep	TEM 13) otember 20	011
	11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		***************************************
The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						mendment on each nbers. PT OF virtue of this		
12 ACCOUNTING AND A	DBDOBBLATION	UDATA //Cwa	and the second s		вителенет			Commence of the second
12. ACCOUNTING AND A 13. THIS ITEM APPLIES	PARKET DAY TO SERVICE AND THE PARKET.	NUMBER OF THE PERSONS ASSESSMENT	Contract of the Contract of th	DERS, IT MODIF	TEST	THE CONTRACT/O	RDER NO	D. AS DESCRIBED IN
ITEM 14.								
	E ORDER IS ISSU ORDER NO. IN IT		NT TO: (Specify authorit	(v) THE CHANGES	SET	FORTH IN ITEM 14	AREMAI	DE IN THE
			ER IS MODIFIED TO R I FEM 14, PURSUANT				S (such as	changes in paying
X C. THIS SUPPLE	MENTAL AGREE	EMENT IS EN	TERED INTO PURSUA	NT TO AUTHORIT	YOF	FAR 52.243-1 ALT	-	700-000 000 000 000 000 000 000 000 000
D. OTHER (Speci	THE RESERVE THE PERSON NAMED IN	NAME AND POST OFFICE ADDRESS OF THE PARTY OF	CONTRACTOR OF THE PARTY OF THE					
E. IMPORTANT: Contract 14. DESCRIPTION OF AN	and the first of the foreign property of the second state of the second state of	NAMES OF THE PARTY	CONTRACTOR OF THE PROPERTY OF	HER THE PROPERTY OF THE PROPER	members delivered	the issuing office.	hinet mett	or where toesible
14. DESCRIPTION OF AN	IEMDNEN I/MO	DIFICATION	(Organized by OCF sec	шон пеаштух, інсти	ung s	онениноп/cantract su	gect man	er where jeasime.)
	Fe		Kentucky – Uti Potable Water Additional Pages	Utility Syste	m			
Except as provided herein, al	I terms and conditi	ons of the doc	ument referenced in Item	9A or IOA, as herete	ofore	changed, remains uncl	nanged an	d in full force and effect.
15A. NAME AND TITLE James Borde, General		e or print)		Annual Control of the		TRACTING OFFICE hardson	R	
15B. NAME OF CONTRA	CTOR/OFFEROI	2	15C DATE SIGNED	16B. UNITED ST	ATE	S OF AMERICA	DARBOURNACH (PS-5)N	16C DATE SIGNED
I The area	1 Kdin		12-2012	7	1	Mina		BEOFN (-
Signance of perso	n authorized to sig	n)	17-2017	BY Signan	Tu of	Contracting Officer)	Partie and Company Company (and Assault)	RECEIVE
NSN-7540-01-152-8070	Per cillar binner de la companya de	и водинения поднавания обращения обращения и поднавания и поднавания и поднавания обращения и поднавания обращ Напримента и поднавания обращения обращения обращения обращения обращения обращения обращения обращения обраще	CACCO-STRUCTURE OF THE STRUCTURE OF THE		OPEN TRANSPORTER	ST	ANDAR	FORM 30 (REV.10-83)
PREVIOUS EDITION UNU	SABLE						scribed b	11/24/2020

- A. The purpose of this modification is to incorporate a fully executed copy of Department of the Army Easement No. DACA27-2-12-114, effective August 1, 2012 as Reference Document JR9, Easement.
- B. The Contracting Officer cited under Section G, Contract Administration Data, is hereby changed:

From:

To:

LISA GOINS-BERNTSEN 8725 John J. Kingman Road KENNETH RICHARDSON 8725 John J. Kingman Road

Suite 3725

Suite 3725

Fort Belvoir, VA 22060

Fort Belvoir, VA 22060

DSN: 427-7543

DSN: 427-9559

(703) 767-7543

(703) 767-9559

E-mail: lisa.goinsberntsen@dla.mil

E-mail: kenneth.richardson@dla.mil

- The total amount obligated on the contract remains unchanged at \$9,232,554.00.
- The total value of the contract remains unchanged at \$253,843,146.00.
- All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATIO	N/MODIFICAT	TION OF CO	NTRACT	1. CONTRACT ID COD	E PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIV	E DATE	4. REQUI	SITION/PURCHASE REQ. NO.	5. PROJECT NO.
P00009	July 18,	2012			(If applicable)
6. ISSUED BY CO DEFENSE LOGISTICS AGENCY ENE	ODE RGY	SP0600	7. ADM	INISTERED BY CODE (If other	than Item 6)
8725 JOHN J. KINGMAN ROAD, SUIT	TE 3937				71-
FORT BELVOIR, VA 22060-6222	E FEE A D				
Buyer/Symbol: Daonna A Young/DLA: PHONE: (703) 767-8576 FAX: (703)					
	P. 8.2				
8. NAME AND ADDRESS OF CONTRACTOR (/	VO., street, city .com	nty, State, and ZII	P Code)	9a, AMENDMENT OF SOI	ICITATION NO.
				9b. DATED (SEE ITEM 1)	1)
Hardin County Water District No. 1				90. DATED (SEE HEM II	,
1400 Rogersville Road			3	10a. MODIFICATION OF C	
Radcliff, KY 40160-9343			2	31 0000-11-	1997
DUNS: 130402811	CAGE CODE: 316	V9		10b. DATED (SEE ITEM I September 3	
11. THIS IT	EM ONLY APPLI	ES TO AMEND	MENTS OF S		0, 2011
2. ACCOUNTING AND APPROPRIATION DAY NOT Applicable 3. THIS ITEM APPLIES ONLY TO MODIFICA N ITEM 14. A. THIS CHANGE ORDER IS IS THE CHANGES SET FORTH B. THE ABOVE NUMBERED CO	TTA (If required) TIONS OF CONTI	RACTS/ORDER TO: (Specify aut ADE IN THE C	RS, IT MODIF	RDER NO. IN ITEM 10A.	GES (such as changes in
X C. THIS SUPPLEMENTAL AGR					
D. OTHER (Specify type of modifi	ication and authority)			
E. IMPORTANT: Contractor [] is not, [X] is required. 14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized	by UCF section	L copies to the	r issuing office.	natter where feasible)
Fort Kno	ox, Kentucky	– Utility P Vater Utilit	rivatizatio y System	on Contract	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997
Except as provided herein, all terms and conditions of		and the same of th			CONTRACTOR OF THE PERSON OF TH
ISA. NAME AND TITLE OF SIGNER (Type or pri		BSR 16		TH RICHARDSON	pe or prini)
15B. NAME OF CONTRACTOR/OFFEROR	15C.DATE	SIGNED 16		TATES OF AMERICA	16C.DATE SIGNED
Sames Breeze	_ 18-JUL		11	1/	Tub. 10, 2012
(Signature of person authorized to sign)	- 10-00	1-014-	Sighanir	of Caringuing Officer)	FCFIV
NSN 7540-01- 52-8070			/	STANDARD FOR	M 30 (REV. 10-53)
					11/24/2020

The purpose of this modification is to establish CLIN 0057 assign the applicable appropriation data. The Government and the System Owner agree that there will be no increase to the applicable Operations and Maintenance (O&M) and /or Renewals and Replacement (R&R) costs applicable to this project. Accordingly, the contract in Block 10A above is modified as follows:

A. SECTION B - Supplies or Services -

CLIN 0057 is hereby established as follows:

CLIN	Description	Otv	Unit	Unit Price	Total Price
0057	Ft. Knox Water Tap Fort Knox High School Water Line ACRN AD	2	EA	\$2,434.73	\$4,869.46

B. G.6 Accounting and Appropriation Data

ACRN AD is hereby established in the amount of \$4,869.46, as funded by Direct Cite MIPR0010195917 provided by the Installation. A funding breakdown of ACRN AD is provided as follows:

Line of Accounting:

02120122012 2020000 A2ABH 131079QDPW 2540 0010195917 1012.502 2ABH0089 021001 \$4,869.46

Document Reference Number: MIPR0010195917

Funding Breakdown:

Total Funding for ACRN AD:

On CLIN 0057

\$4,869.46

Total Obligated for ACRN AD:

\$4,869.46

Remaining Funds for ACRN AD:

\$0

- D. The total amount obligated on the contract is increased by \$4,869.46 from \$9,232,554.00 to \$9,237,423.46
- E. The total value of the contract increased by \$4,869.46 from \$253,843,146.00 to \$253,848,015.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/MOD	1. CONTRACT ID C	1. CONTRACT ID CODE K				
AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 29 January 2013	4. REQUISITION/PUR	5. PROJECT NO. (If applicable)			
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE - FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ener PHONE: (703) 767-9560 E-MAIL: Westor	CODE SP0600 4950 gy-FEEAB	7. ADMINISTERED	BY (If other than Item	6) CODE		
NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State ,an	nd ZIP Code)	9a, AMENDMENT	OF SOLICITATION NO.		
Hardin County Water District No. 1			9b. DATED (SEE 1)	TEM 11)		
1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055		X	10a. MODIFICATI NO. SP0600-1	ON OF CONTRACT/ORDER 1-C-8271		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			10b. DATED (SEE ITEM 13) 30 September 2011			
11.	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS			
ethods: (a) By completing Items 8 and 1 ppy of the offer submitted; or(c) By separation of the offer submitted; or(c) By separation of the offer submitted; or (c) By separation of the offer of the off	rate letter or telegram which include MENT TO BE RECEIVED AT DATE SPECIFIED MAY RES nitted, such change may be made to and this amendment, and is received to the property of	des a reference to the solution THE PLACE DESIGNATION REJECTION by telegram or letter, proved prior to the opening RDERS, IT MODIFIES	licitation and amendr NATED FOR THE OF YOUR OFFER vided each telegram hour and date specif	nent numbers. RECEIPT OF If by virtue of this amendment lied. RDER NO. AS DESCRIBED IN		
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN I	JED PURSUANT TO: (Specify author TEM 10A.	rity) THE CHANGES SET	FORTH IN ITEM 14 A	ARE MADE IN THE		
X B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	VTRACT/ORDER IS MODIFIED TO SET FORTH IN ITEM 14, PURSUAN	REFLECT THE ADMINIS	STRATIVE CHANGES OF FAR 52.243-1 ALT	(such as changes in paying		
	EMENT IS ENTERED INTO PURSU	ANT TO AUTHORITY OF	÷			
D. OTHER (Specify type of modifical IMPORTANT: Contractor [] is not, [X		return 1 copies to	the issuing office.			
DESCRIPTION OF AMENDMENT/MO			**************************************	bject matter where feasible.)		
F	ort Knox, Kentucky – U Potable Wate See Additional Pag	er Utility System				
except as provided herein, all terms and condit	ions of the document referenced in Iter	m 9A or 10A, as heretofore	changed, remains unch	anged and in full force and effect.		
15A. NAME AND TITLE OF SIGNER (Ty_{ij}	pe or print)	The state of the s	TRACTING OFFICE			
5B. NAME OF CONTRACTOR/OFFERO	R 15C.DATE SIGNED	16B. UNITED STAT	ES OF AMERICA	16C.DATE SIGNED		
BY (Signature of person authorized to signature)	(n)	BY (Signapure o)	Contracting Officer)	_RECEIVE		
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	and the same same same same same same same sam	<u> </u>	Pre	ANI ARD FORM 3048 2049 scrited by GSA R (4 CFR) PUBLIC SERVIC		

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to establish CLIN 0002 and to provide 2 months of funding for SubCLIN 0002AA. CLIN 0053 is revised to provide two months of funding for CLIN 0053AA. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0002 is hereby established as follows:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Months 13-14 of 600 ACRN: AE?	2	Mo.	\$246,172.00	\$492,344.00
0002AB	Months 15-24 of 600 ACRN: TBD	10	Mo.	\$246,172.00	\$2,461,720.00

CLIN 0052 is hereby revised as follows:

FROM:

	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0053	ISDC Surcharge – Year 2				
	0053AA	Months 13-24 of 60 ACRN: TBD	12	Mo.	\$473,831.00	\$5,685,972.00
TO:						
	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0053	ISDC Surcharge - Year 1 (Year 2)				
	0053AA	Months 13 and 14 of 60 ACRN: AE	2	Mo.	\$473,831.00	\$947,662.00
	0053AE	Months 15-24 of 60 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00

RECEIVED

11/24/2020

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AE is hereby established in the amount of \$1,440,006.00. Funds are provided under the Direct Cite MIPR Number MIPR10288700 as follows:

Line of Accounting:

AE 02120132013 2020000 A2ABH 131079QDPW 2334 0010288700 S.0005431.31.504.2 021001

\$1,440,006.00

- D. The total amount obligated is increased by \$1,440,006.00 from: \$9,237,423.46 to: \$10,677,429.46.
- E. The total value of the contract remains unchanged at \$253,848,015.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K Page 1 of 3						
2. AM	ENDMENT/MODIFICATION NO. P00011		TIVE DATE 8 March 2013	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (CT NO. (If applicable)	
6. ISSU	ED BY	CODE	SP0600	7. ADMINISTE	RED	BY (If other than Item	6) (CODE
8725 FOR Buye	ENERGY – UTILITY SERVICES JOHN J. KINGMAN ROAD, SUITE 4 T BELVOIR, VA 22060-6222 r/Symbol: Weston Goodman/DLA Ener NE: (703) 767-9860 E-MAIL: weston	gy-FEEAB	lla,mil	-				
8. NAM	IE AND ADDRESS OF CONTRACT	OR (NO., str	eet city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLICI	TATION NO.
	fin County Water District No. 1 Rogersville Road					9b. DATED (SEE II	TEM 11)	***************************************
Phor	eliff, KY 40160-9343 ne: (270) 351-3222 ext. 208 (270) 352-3055				Х	10a. MODIFICATI NO. SP0600-1		TRACT/ORDER
DUN	: Jim Bruce, General Manager NS # 130402811 E #316V9					10b. DATED (SEE) 30 Sep	ITEM 13) otember 2011	
	11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOI	LICITATIONS	W1 1997 W. ATTEN CO. C.	***************************************
COPY OF FAILU OFFEI you de:	ls: (a) By completing Items 8 and 1: f the offer submitted; or(c) By separ JRE OF YOUR ACKNOWLEDG RS PRIOR TO THE HOUR AND sire to change an offer already subm r makes reference to the solicitation	ate letter or MENT TO DATE SPI itted, such o	telegram which include BE RECEIVED AT C ECIFIED MAY RESU change may be made by	es a reference to the THE PLACE DESTITUTE IN REJECTION TELEGRAM OF LETTER AND THE PROPERTY OF	e sol	OF YOUR OFFER vided each telegram	RECEIPT (. If by virtu	rs. OF
	COUNTING AND APPROPRIATION							
13. TH	IS ITEM APPLIES ONLY TO MODI 14.	IFICATION	S OF CONTRACTS/OR	DERS, IT MODIF	IES T	THE CONTRACT/OF	RDER NO. A	S DESCRIBED IN
	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	ED PURSUA EM 10A.	ANT TO: (Specify authori	y) THE CHANGES	SET	FORTH IN ITEM 14 A	RE MADE II	N THE
X	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S							nges in paying
	C. THIS SUPPLEMENTAL AGREE	MENT IS EN	NTERED INTO PURSUA	NT TO AUTHORIT	Y OF	:		
	D. OTHER (Specify type of modifical		######################################	·				
	ORTANT: Contractor [X] is not, [SCRIPTION OF AMENDMENT/MO				*****	the issuing office.		Land frankling
		ort Knox	Kentucky – Ut Potable Water	ility Privatiza Utility Syste	ıtioi m	n Contract	get maner m	
Except	as provided herein, all terms and condition	ons of the doc	cument referenced in Item	9A or 10A, as hereto	ofore (changed, remains unch	anged and in I	full force and effect.
15A. N	NAME AND TITLE OF SIGNER (Typ	e or print)				TRACTING OFFICE TH RICHARDS		
15B. N/	AME OF CONTRACTOR/OFFEROR	3	15C.DATE SIGNED	16B. UNITED S	EATE	S OF AMERICA	RE	CEIVED
В	Y	n)		BY (Signate	ire of	Constacting Officer)		11/24/2020
	40-01-152-8070 OLIS EDITION LINIUS ABLE					ST/	ANDARD FO	BLIC SERVICE

FAR 48 CFR) COMMISSION OF KENTUCKY

- A. The purpose of this modification is to revise CLIN 0002 and to provide 1 month of funding for SubCLIN 0002AA. CLIN 0053 is revised to provide one month of funding for CLIN 0053AA. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Months 13-14 of 600 ACRN: AE	2	Mo.	\$246,172.00	\$492,344.00
TO:	0002AB	Months 15-24 of 600 ACRN: TBD	10	Mo.	\$246,172.00	\$2,461,720.00
	CLIN	Description	Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Month 13-15 of 600 ACRN: AE	3	Mo.	\$246,172.00	\$738,516.00
	0002AB	Months 16-24 of 600 ACRN: TBD	9	Mo.	\$246,172.00	\$2,215,548.00

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Months 13-14 of 60 ACRN: AE	2	Mo.	\$473,831.00	\$947,662.00
0053AB	Months 15-24 of 60	10	Mo.	\$473,831.00	RECEIVED
	ACRN: TBD			1	11/24/2020

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-15 of 60 ACRN: AE	3	Mo.	\$473,831.00	\$1,421,493.00
0053AB	Months 16-24 of 60 ACRN: TBD	9	Mo.	\$473,831.00	\$4,264,479.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AE is hereby increased in the amount of \$720,003.00. Funds are provided under the Direct Cite MIPR Number MIPR10288700 Amendment 0001 as follows:

Line of Accounting:

AE 02120132013 2020000 A2ABH 131079QDPW 2334 0010288700 S.0005431.31.504.2 021001

\$2,160,009.00

- D. The total amount obligated is increased by \$720,003.00 from: \$10,677,429.46 to: \$11,397,432.46.
- E. The total value of the contract remains unchanged at \$253,848,015.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K Page 1 of 3				
AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 30 April 2013	4. REQUISITION/I	PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
ISSUED BY	CODE SP0600	7. ADMINISTER	RED BY (If other than Ite	em 6) CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE - FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ener PHONE: (703) 767-9560 E-MAIL: westor	gy-FEEAB			The second secon		
NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State ,ar	nd ZIP Code)	9a. AMENDMEN	NT OF SOLICITATION NO.		
Hardin County Water District No. 1 1400 Rogersville Road			9b. DATED (SEE	TTEM 11)		
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			X NO. SP0600	TION OF CONTRACT/ORDER -11-C-8271		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			10b. DATED (SE 30 :	E ITEM 13) September 2011		
11.]The above numbered solicitation is am	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS			
py of the offer submitted; or(c) By sepan ILURE OF YOUR ACKNOWLEDG FFERS PRIOR TO THE HOUR AND u desire to change an offer already submitted makes reference to the solicitation ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODEM 14.	MENT TO BE RECEIVED AT DATE SPECIFIED MAY RES nitted, such change may be made and this amendment, and is received N DATA (If required)0 IFICATIONS OF CONTRACTS/O	THE PLACE DES SULT IN REJECTI by telegram or letter, ived prior to the oper ORDERS, IT MODIFI	IGNATED FOR TH ON OF YOUR OFFE provided each telegra ing hour and date spec	E RECEIPT OF CR. If by virtue of this amendmen m sified. ORDER NO. AS DESCRIBED IN		
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	JED PURSUANT TO: (Specify autho 'EM 10A.	rity) THE CHANGES	SET FORTH IN ITEM 1-	ARE MADE IN THE		
	NTRACT/ORDER IS MODIFIED TO SET FORTH IN ITEM 14, PURSUAN			ES (such as changes in paying		
C. THIS SUPPLEMENTAL AGREE	EMENT IS ENTERED INTO PURSU	IANT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modifica	***************************************					
IMPORTANT: Contractor [X] is not, [DESCRIPTION OF AMENDMENT/MO			es to the issuing office. ing solicitation/contract	subject matter where feasible.)		
F		er Utility System	n			
	See Additional Pag	ges for Further I	etails.			
cept as provided herein, all terms and conditi	ions of the document referenced in Iter	m 9A or 10A, as hereto	fore changed, remains un	changed and in full force and effect		
5A. NAME AND TITLE OF SIGNER (Type	pe or print)		CONTRACTING OFFI NETH RICHAR			
B. NAME OF CONTRACTOR/OFFERO	R 15C.DATE SIGNED	16B. UNITED ST	ATES OF AMERICA	RECEIVE		
BY (Signature of person authorized to sig	m)	BY (Signatu	re of Contracting Officer	11/24/2020		
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE			// S	TA) DARD FORM 30 (REV. 10-83) resc ibed b PUBLIC SERVICE AR 48 CFR) COMMISSION		

OF KENTUCKY

- A. The purpose of this modification is to revise CLIN 0002 and to provide five months of funding for SubCLIN 0002AA. CLIN 0053 is revised to provide five months of funding for CLIN 0053AA. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Month 13-15 of 600 ACRN: AE	3	Mo.	\$246,172.00	\$7,38,516.00
TO:	0002AB	Months 16-24 of 600 ACRN: TBD	9	Mo.	\$246,172.00	\$2,215,548.00
	CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Month 13-20 of 600 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$246,172.00	\$1,969,376.00
	0002AB	Months 21-24 of 600	4	Mo.	\$246,172.00	\$984,688.00
	ot	ACRN: TBD Period of Performance: -August 1, 2013- January 31, 2014				

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Month 13-15 of 60 ACRN: AE	3	Mo.	\$473,831.00	\$1,421,493.00
0053AB	Months 16-24 of 60 ACRN: TBD	9	Mo.	\$473,831.00	RECEIVED

11/24/2020

Modification P00012 SP0600-11-C-8271 Fort Knox, KY

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0053AB	Months 21-24 of 60	4	Mo.	\$473,831.00	\$1,895,324.00
	ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014				

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AE is hereby increased in the amount of \$3,600,015.00. Funds are provided under the Direct Cite MIPR Number MIPR10288700 Amendment 0002 as follows:

Line of Accounting:

AE 02120132013 2020000 A2ABH 131079QDPW 2334 0010288700 S.0005431.31.504.2 021001

\$5,760,024.00

- D. The total amount obligated is increased by \$3,600,015.00 from: \$11,397,432.46 to: \$14,997,447.46.
- E. The total value of the contract remains unchanged at \$253,848,015.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/MOD	IFICATION OF CONTRACT	1. CONTRACT ID	Page I of 3					
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PI	URCHASE REQ. NO	. 5 PROJE	CT NO. (If applicable)			
6 ISSUED BY	CODE SP0600	7. ADMINISTERI	ED BY (If other than I	tem 6)	CODE			
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE- FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ene PHONE: (703) 767-9560 E-MAIL: Weston	rgy-FEEAB							
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State, at	nd ZIP Code)	9a. AMENDME	NT OF SOLICE	TATION NO.			
Hardin County Water District No. 1			9h DATED (SE	E ITEM 11)				
1400 Rogersville Road			70.211135 (55.					
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				ATION OF COM 0-11-C-8271	NTRACT/ORDER			
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE ITEM 13) 30 September 2011				
11	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF S	SOLICITATIONS	explores and the second				
The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATIO	N DATA (If required)0							
13. THIS ITEM APPLIES ONLY TO MOD ITEM 14.	IFICATIONS OF CONTRACTS/O	ORDERS, IT MODIFIE	S THE CONTRACT	ORDER NO. A	S DESCRIBED IN			
	UED PURSUANT TO: (Specify authoritem 10A.	rity) THE CHANGES SI	ET FORTH IN ITEM	4 ARE MADE I	N THE			
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	NTRACT/ORDER IS MODIFIED TO SET FORTH IN ITEM 14, PURSUAN	REFLECT THE ADMIN NT TO THE AUTHORIT	NISTRATIVE CHANG Y OF:	GES (such as che	inges in paying			
X C. THIS SUPPLEMENTAL AGREE	EMENT IS ENTERED INTO PURSU	ANT TO AUTHORITY	OF: FAR 52,243-1 AI	Tl				
D. OTHER (Specify type of modifica	A CONTRACTOR OF THE CONTRACTOR							
E. IMPORTANT: Contractor [] is not, [X 14. DESCRIPTION OF AMENDMENT/MC		ACCOUNT AND ACCOUNT OF THE PARTY OF THE PART	s to the issuing office.	subject matter w	rhere feasible)			
F	ort Knox, Kentucky – U Potable Wate See Additional Pag	er Utility System	n					
Except as provided herein, all terms and condit					full force and effect.			
JAMES BRUCE 6E	NERAL MANAGER	KENN	ONTRACTING OFF NETH RICHAR					
By CSignature of person authorized to signature	9-SEPT-2013	111	ATES OF AMERICA	The second second	ECEIVE			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				STANDARD FO Prescribed by GI FAR (48 CFR) 5				

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to revise CLINs 0053, 0054, 0055, and 0056 by reducing the remaining ISDC surcharge fixed monthly payments to reflect the change in scope of the ISDC projects and the related periods of performance. This savings will be equally distributed among the remaining months of ISDC surcharge payments; resulting in a reduction of \$74,128.65 per month. Months 21-60 ISDC surcharge rate will change from: \$473,831 to: \$399,702.35. Section B.3 is hereby revised as a result of these changes as reflected below.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

Utility Service Payment by the Government

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0053AB	Months 21-24 of 60	4	Mo.	\$473,831.00	\$1,895,324.00
	ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014				
0054	ISDC Surcharge - Year 3				
0054AA	Month 25-36 of 60	12	Mo.	\$473,831.00	\$5,685,972.00
	ACRN: TBD Period of Performance: February 1, 2014- January 31, 2015				
0055	ISDC Surcharge - Year 4				
205544	Marsh 27 40 - 400	40		A 1884 AA 1 AA	*********
0055AA	Month 37-48 of 60 ACRN: TBD	12	Mo.	\$473,831.00	\$5,685,972.00
	Period of Performance: February 1, 2015- January 31, 2016				
0056	ISDC Surcharge - Year 5				
0056AA	Month 49-60 of 60	12	Mo.	\$473.831.00	\$5,685,972.00
GGGGAM	ACRN: TBD	12	IVIO,	9413,031.00	\$5,005,872.00
	Period of Performance:				
	February 1, 2016-				
	January 31, 2017				

RECEIVED

11/24/2020

TO:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0053AB	Months 21-24 of 60	4	Mo.	\$399.702.35	\$1,598,809.40
	ACRN: TBD Period of Performance: October 1, 2013- January 31, 2014				
0054	ISDC Surcharge - Year 3				
0054AA	Month 25-36 of 60	12	Mo.	\$399.702.35	\$4,796,428.20
	ACRN: TBD Period of Performance: February 1, 2014- January 31, 2015				
0055	ISDC Surcharge - Year 4				
and the state of	W. A. See W. Albert				
0055AA	Month 37-48 of 60	12	Mo.	\$399.702.35	\$4,796,428.20
	ACRN: TBD Period of Performance: February 1, 2015- January 31, 2016				
0056	ISDC Surcharge - Year 5				
0056AA	Month 49-60 of 60	12	Mo.	\$399.702.35	\$4,796,428.20
UUSBAA	ACRN: TBD	14	IVIO.	φ399.102.35	φ4,/90,420.20
	Period of Performance:				
	February 1, 2016- January 31, 2017				
	oundary 01, 2011				

- C. The total amount obligated remains unchanged at \$14,997,447.46.
- D. The total value of the contract is decreased by \$2,965,146.00 from \$253,848,015.46 to \$250.882,869.46.
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.
- F. For and in consideration of the above, HCWD#1 hereby fully and finally releases and discharges Ft. Knox Army Installation, the Defense Logistics Agency Energy, the Department of Defense, the United States of America, and their officers, employees, agents, successors, and assigns from any and all liability, claim or claims, demand or demands, cause or causes of action, accrued or unaccrued, known or unknown, arising from the modification of CLINs 0053, 0054, 0055, and 0056 under Contract SP0600-11-C-8271. All such contract claims and potential claims on behalf of HCWD#1 are hereby released and satisfied in full and all such controversies and potential litigation in favor of HCWD#1 are hereby compromised and settled.

End of Modification

RECEIVED

11/24/2020

	·								
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT			1. CONTRACT I	ID CC	DDE K			1 of 3	
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECT See	TVE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If a				(If applicable)		
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE						
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energy-FEEAB PHONE: (703) 767-9560 E-MAIL: weston.goodman@dla.mil 8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)								4 ************************************	
8. NAME AND ADDRESS OF CONTRACTO	OR (NO., stree	t city, county, State ,and	ZIP Code)		9a, AMENDMENT	OF SOLICI	TATIO	N NO.	
Hardin County Water District No. 1 1400-Rogersville-Road————————————————————————————————————					9b, DATED (SEE IT	'EM 11)		·	
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055					10a. MODIFICATI NO. SP0600-1		TRAC	T/ORDER	
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED <i>(SEE ITEM 13)</i> 30 September 2011				
11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		•		
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.									
12. ACCOUNTING AND APPROPRIATION	DATA (If rea	juired)0							
13. THIS ITEM APPLIES ONLY TO MODITEM 14.			DERS, IT MODIF	IES T	HE CONTRACT/OF	RDER NO. A	S DESC	RIBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	EM 10A.								
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI						(such as cha	inges in j	paying 	
C. THIS SUPPLEMENTAL AGREE				Y OF	:				
X D. OTHER (Specify type of modificat E. IMPORTANT: Contractor [X] is not, []				es to t	the issuing office.		****		
14. DESCRIPTION OF AMENDMENT/MOI						ject matter w	here feat	sible.)	
Fo	•	Kentucky – Uti Potable Water Additional Page	Utility Syste	m					
· 									
Except as provided herein, all terms and condition	ons of the docu	ment referenced in Item	9A or 10A, as hereto	ofore o	changed, remains unch	anged and in	full force	and effect.	
15A. NAME AND TITLE OF SIGNER (Typ	e or print)		KEN	INE'	TRACTING OF THE THE RICHARD		=1/	/ED	
15B. NAME OF CONTRACTOR/OFFEROR BY		15C.DATE SIGNED	16B. UNITED ST	FATE	S OF AMERICA	11/2	-6d DX 4/2ø2	resenso	
(Signature of person authorized to sign	1)		(Signaty	re oj	Cohrecting Officer)	PUBLIC	SER	VICE	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STAND TOWNER SOCKY.10-83)
Prescribed by GSAITUCKY
FAR (48 CFR) 52.243

Modification P00014 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to provide funding in the amount of \$1,291,748.70 and correct an administrative error from P00012 on SubCLIN 0002AB. The period of performance on this SubCLIN was previously from August 1, 2013-January 31, 2014. The correct period of performance for SubCLIN 0002AB is October 1, 2013-November 30, 2013 and SubCLIN 0002AC is December 1, 2013-January 31, 2014.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the establishment of SubCLINs 0002AC and 0053AC
 - (2) B.3. Schedule is hereby modified to reflect the revision of SubCLINs 0002AB and 00053AB

B.3 Schedule

Utility Service Payment by the Government

January 31, 2014

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600	8	Mo.	\$246,172.00	\$1,969,376.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0002AB	Months 21-24 of 600	4	Mo.	\$246,172.00	\$984,688.00
	ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014				

TO:

<u>CLIN</u>	Description	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$246,172.00	\$1,969,376.00
0002AB	Month 21-22 of 600 ACRN: AF Period of Performance: October 1, 2013- November 30, 2013	2	Mo.	\$246,172.00	\$492,344.00
0002AC	Months 23-24 of 600 ACRN: TBD Period of Performance: December 1, 2013-	2	Mo.	\$246,172.00	\$492,344.00



11/24/2020

CLIN 0053 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0053AB	Months 21-24 of 60	4	Mo.	\$399,702.35	\$1,598,809.40
	ACRN: TBD Period of Performance: October 1, 2013- January 31, 2013				

TO:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$473,831.00	\$3,790,648.00
0053AB	Months 21-22 of 60 ACRN: AF Period of Performance: October 1, 2013- November 30, 2014	2	Mo.	\$399,702.35	\$799,404.70
0053AC	Months 23-24 of 60 ACRN: TBD Period of Performance: December 1, 2013- January 31, 2014	2	Mo.	\$399,702.35	\$799,404.70

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AF is hereby established in the amount of \$1,291,748.70. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0001 as follows:

Line of Accounting:

AF 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

- D. The total amount obligated is increased by \$1,291,748.70 from: \$14,997,447.46 to: \$16,289,196.16.
- E. The total value of the contract remains unchanged at \$250,882,869.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.



AMEN	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE K Page 1 of 3				
2. AMI	ENDMENT/MODIFICATION NO. P00015		TIVE DATE e Block 16C	4. REQUISITION/	PUR N/A	CHASE REQ. NO.	5. PROJEC	CT NO. (If applicable)	1
6. ISSU		CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			CODE	1	
8725 FOR Buyer	ENERGY – UTILITY SERVICES JOHN J. KINGMAN ROAD, SUITE 4 F BELVOIR, VA 22060-6222 /Symbol: Weston Goodman/DLA Energ NE: (703) 767-9560 E-MAIL: weston.	gy-FBEAB	la,mil						
8. NAM	E AND ADDRESS OF CONTRACTO	OR (NO., stre	et city, county, State ,an	d ZIP Code)		9a. AMENDMENT	OF SOLICE	TATION NO.	1
	in County Water District No. 1 Rogersville Road					9b. DATED (SEE IT	EM II)		$\frac{1}{2}$
Phon	liff, KY 40160-9343 s: (270) 351-3222 ext. 208 (270) 352-3055				х	10a. MODIFICATIONO. SP0600-1		TRACT/ORDER	1
POC: Jim Bruce, General Manager DUNS # 130402811						10b. DATED (SEE 1 30 Sep	TEM 13) tember 2011		1
CAU	E #316V9	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOL	ICITATIONS			\dashv
Offers in method copy of FAILU OFFEH you des	The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACC	COUNTING AND APPROPRIATION	DATA (If re	quired)0			· -		· _ · _ · _	┨
13. THI ITEM 1	S ITEM APPLIES ONLY TO MODI 4.	FICATIONS	OF CONTRACTS/O	RDERS, IT MODIF	IES T	HE CONTRACT/OR	DER NO. AS	S DESCRIBED IN	1
·	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN ITI		NT TO; (Specify author	thy) THE CHANGES	SET I	FORTH IN ITEM 14 A	RE MADE Î	NTHE	
	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI						(such as cha	nges in paying	
	C. THIS SUPPLEMENTAL AGREE	MENT IS EN	TERED INTO PURSU.	ANT TO AUTHORIT	Y OF			<u> </u>	
Х	D. OTHER (Specify type of modificat		• •]
	DRTANT: Contractor [X] is not, []	•				the issuing office.		hans Comittee	4
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. N	AME AND TITLE OF SIGNER (Type	or print)		16A. NAME OF	CON	FRACTING OFFICE		<u> </u>	‡
			Licanian	KEN	NE'	TH RICHARDS		CEIVE	¥
15B, N A BY	ME OF CONTRACTOR/OFFEROR (Signature of person authorized to sign		15C,DATE SIGNED	BY Signafu	ATE	S OF AMERICA Contracting Officer)	1 PUE	16C.DATE SIGNED 1/24/2020 BLIC SERVICE OMMISSION	
	0-01-152-8070 US EDITION UNUSABLE					Prese	MDARD FO Libed by GSA (48 CFR) 52	AKLINIOCKI	_

- A. The purpose of this modification is to increase funding in the amount of \$645,874.35.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the revision of SubCLINs 0002AB and 00053AB.

Utility Service Payment by the Government

January 31, 2014

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$246,172.00	\$1,969,376.00
0002AB	Month 21-22 of 600 ACRN: AF Period of Performance: October 1, 2013- November 30, 2013	2	Mo.	\$246,172.00	\$492,344.00
0002AC	Months 23-24 of 600 ACRN: TBD Period of Performance: December 1, 2013- January 31, 2014	2	Mo.	\$246,172.00	\$492,344.00

TO:

CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$246,172.00	\$1,969,376.00
0002AB	Month 21-23 of 600 ACRN: AF Period of Performance: October 1, 2013- December 31, 2013	3	Mo.	\$246,172.00	\$ 738,516.00
0002AC	Month 24 of 600 ACRN: TBD Period of Performance: January 1, 2014-	1	Mo.	\$246,172.00	\$246,172.00 RECEI

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11/24/2020

CLIN 0053 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$473,831.00	\$3,790,648.00
0053AB	Months 21-22 of 60 ACRN: AF Period of Performance: October 1, 2013- November 30, 2014	2	Mo.	\$399,702.35	\$799,404.70
0053AC	Months 23-24 of 60 ACRN: TBD Period of Performance: December 1, 2013- January 31, 2014	2	Mo.	\$399,702.35	\$799,404.70

TO:

CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$473,831.00	\$3,790,648.00
0053AB	Months 21-23 of 60 ACRN: AF Period of Performance: October 1, 2013- December 31, 2014	3	Mo.	\$399,702.35	\$1,199,107.05
0053AC	Month 24 of 60 ACRN: TBD Period of Performance: January 1, 2014- January 31, 2014	1	Mo.	\$399,702.35	\$399,702.35

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AF is hereby increased in the amount of \$645,874.35. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0002 as follows:

Line of Accounting:

AF 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

- D. The total amount obligated is increased by \$645,874.35 from: \$16,289,196.16 to: \$16,935,070.51.
- E. The total value of the contract remains unchanged at \$250,882,869.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.



AMENDMENT OF SOLICITATION/MODI	FICATION OF	FCONTRACT	1. CONTRACT ID CODE K Pa				Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTI See	VE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. N/A			ECT NO. (If applicable)	
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy- PHONE: (703) 767-8576 E-MAIL: daonna	FEEAA	l					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State, and	l ZIP Code)		9a. AMENDMENT	OF SOLIC	TTATION NO.
Hardin County Water District No. 1					9b. DATED (SEE IT	EM 11)	
1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				X	10a. MODIFICATIONO. SP0600-1		
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			10b. DATED (SEE ITEM 13) 30 September 2011			1	
11.	THIS ITEM C	ONLY APPLIES TO	AMENDMENTS OF	SOL	LICITATIONS		
methods: (a) By completing Items 8 and 1: copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation.	MENT TO B DATE SPEC hitted, such cha and this amen	legram which includ E RECEIVED AT CIFIED MAY REST ange may be made be adment, and is received.	es a reference to the THE PLACE DES ULT IN REJECTION by telegram or letter,	isoli IGN ON prov	NATED FOR THE I OF YOUR OFFER. vided each telegram	nent number RECEIPT If by virt	ors.
12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MOD			RDERS, IT MODIFI	ES T	THE CONTRACT/OR	DER NO.	AS DESCRIBED IN
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		T TO: (Specify author	ty) THE CHANGES S	SET I	FORTH IN ITEM 14 A	RE MADE	IN THE
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						(such as ch	anges in paying
C. THIS SUPPLEMENTAL AGREE	EMENT IS ENT	ERED INTO PURSUA	NT TO AUTHORITY	Y OF			
X D. OTHER (Specify type of modifica							
E. IMPORTANT: Contractor [X] is not, [the issuing office.		
14. DESCRIPTION OF AMENDMENT/MO	ort Knox, l	Kentucky – Ut Potable Water	ility Privatiza	tio		ect muiter	where jeusible.j
	See A	Additional Page	es for Further D)eta	ils.		
Except as provided herein, all terms and conditi	ons of the docum	nent referenced in Item	9A or 10A, as heretof	fore (changed, remains uncha	inged and in	full force and effect.
15A. NAME AND TITLE OF SIGNER (Type	e or print)				TRACTING OFFICE TH RICHARDS		CEIVE
BY (Signature of person authorized to signature)		15C.DATE SIGNED	BY (Signature	ATE		PU	16C.DATE SIGNED 1/24/2020
NSN 7540-01-152-8070				/	070	In a pp	OMMISSION

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STA DARD FORM 30 (REV 10-83) Prescribed by QFAKENTUCKY FAR 48 CFR) 52.243

- The purpose of this modification is to revise ACRN AF and add funding for January 1, 2014 through January 31, 2014 (months 24 of 600) in the amount of \$645,874.35.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 as follows:.
 - (1) B.3. Schedule is hereby modified to reflect the revision of SubCLINs 0002AB and 0053AB.
 - (2) B.3. Schedule is hereby modified to reserve SubCLIN 0002AC and 0053AC.

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013	8	Mo.	\$246,172.00	\$1,969,376.00
0002AB	Month 21-23 of 600 ACRN: AF Period of Performance: October 1, 2013- December 31, 2013	3	Mo.	\$246,172.00	\$ 738,516.00
0002AC	Month 24 of 600 ACRN: TBD Period of Performance: January 1, 2014- January 31, 2014	1	Mo.	\$246,172.00	\$246,172.00

TO:

CLIN	Description	_Qty	<u>Unit</u>	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)				
0002AA	Month 13-20 of 600	8	Mo.	\$246,172.00	\$1,969,376.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0002AB	Month 21-24 of 600	4	Mo.	\$246,172.00	\$ 984,688.00
	ACRN: AF Period of Performance: October 1, 2013- January 31, 2014			[a	DECE
0002AC	Reserved			II.	RECE

11/24/2020

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description		Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2					
0053AA	Month 13-20 of 60 ACRN: AE Period of Performance: February 1, 2013- September 30, 2013		8	Mo.	\$473,831.00	\$3,790,648.00
0053AB	Months 21-23 of 60 ACRN: AF Period of Performance: October 1, 2013- December 31, 2013	,	3	Mo.	\$399,702.35	\$1,199,107.05
0053AC	Month 24 of 60 ACRN: TBD Period of Performance: January 1, 2014- January 31, 2014		1	Mo.	\$399,702.35	\$399,702.35

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0053	ISDC Surcharge – Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013				
0053AB	Months 21-24 of 60	4	Mo.	\$399,702.35	\$1,598,809.40
	ACRN: AF Period of Performance: October 1, 2013- January 31, 2014				
0053AC	Reserved				

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AF is hereby increased in the amount of \$645,874.35. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0003 as follows:

Line of Accounting:

AF 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

- D. The total amount obligated is increased by \$645,874.35from: \$16,935,070.51 to: \$17,580,944.86.
- E. The total value of the contract remains unchanged at \$250,882,869.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

\$2,583,497.40

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11/24/2020

AMENDMENT OF SOLICITATION/MODI	FICATION O	CATION OF CONTRACT I. CONTRACT ID CODE K				Page 1 of 3	
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECT See	TVE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If N/A			CT NO. (If applicable)	
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			ODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energy-FEEAB PHONE: (703) 767-9560 E-MAIL: weston.goodman@dla.mii P.P. 8.2							
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	et city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLICE	TATION NO.
Hardin County Water District No. 1 1400 Rogersville Road Radoliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 Phone: (270) 352-3055 10a. MODIFICATION OF CONT NO. SP0600-11-C-8271 10b. DATED (SEE ITEM 13) 30 September 2011					TRACT/ORDER		
CAGE #316V9	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		
[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION			DEDG TEXANDLO	ero Ci an	THE CONTROL OF COR	DED NO. 40	C DECODINED IN
13. THIS ITEM APPLIES ONLY TO MODITEM 14.	IFICATIONS	OF CONTRACTS/OR	DEKS, II MODIFI	IEST	HE CONTRACT/OR	DER NO. AS	5 DESCRIBED IN
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES	SET F	FORTH IN ITEM 14 A	RE MADE II	√THE:
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						(such as cha	nges in paying
C. THIS SUPPLEMENTAL AGREE				Y OF:	-		
X D. OTHER (Specify type of modifical							
E. IMPORTANT: Contractor [X] is not, [he issuing office.	iect matter wi	hara faqsihla)
	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System						
	See	Additional Page	s for Further I	Deta	ils.		,
Except as provided herein, all terms and condition	ons of the docu	ment referenced in Itcm	9A or 10Å, as hereto	ofore c	hanged, remains uncha	nged and in f	ull force and effect.
15A, NAME AND TITLE OF SIGNER (Typ	e or print)				TRACTING OFFICE		CEIVED
15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign		15C.DATE SIGNED	BY (Senatio	TATE:	S OF AMERICA	PÚI C	BLIC SERVICE

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STAN DARD FORM & NREYCL (83)
Prescr bed by GSA
FAR (48 GFR) 52.243

Modification P00017 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to revise ACRN AF to add 2 months of funding on SubCLIN 0003AA and two months of funding for SubCLIN 00054AA.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the revision of SubCLINs 0003AA and 0054AA.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

Description	Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
Monthly Utility Service Charge (Year 3)				
Month 25-36 of 600	12	Mo.	\$251,528.00	\$3,018,336.00
ACRN: TBD Period of Performance: February 1, 2014- September 30, 2014				
	Monthly Utility Service Charge (Year 3) Month 25-36 of 600 ACRN: TBD Period of Performance: February 1, 2014-	Monthly Utility Service Charge (Year 3) Month 25-36 of 600 12 ACRN: TBD Period of Performance: February 1, 2014-	Monthly Utility Service Charge (Year 3) Month 25-36 of 600 12 Mo. ACRN: TBD Period of Performance: February 1, 2014-	Monthly Utility Service Charge (Year 3) Month 25-36 of 600 12 Mo. \$251,528.00 ACRN: TBD Period of Performance: February 1, 2014-

TO:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$251,528.00	\$503,056.00
0003AB	Month 27-32 of 600 ACRN: TBD Period of Performance: March 1, 2014- September 30, 2014	6	Mo.	\$251,528.00	\$1,509,168.00
0003AC	Month 33-36 of 600 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$251,528.00 ·	\$1,006,112.00



11/24/2020

CLIN 0054 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	Qty	<u>Unit</u>	<u>Unit Price</u>	Total Price
0054	ISDC Surcharge – Year 3	,			
0054AA	Month 25-36 of 60 ACRN: TBD Period of Performance: February 1, 2014- January 31, 2015	12	Mo.	\$399,702.35	\$4,796,428.20

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0054	ISDC Surcharge – Year 3				
0054AA	Month 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70 <u>.</u>
0054AB	Months 27-32 of 60 ACRN: TBD Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$399,702.35	\$2,398,214.10
0054AC	Months 33-36 of 60 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$399,702.35	\$1,598,809.40

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AF is hereby increased in the amount of \$1,302,460.70. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0005 as follows:

Line of Accounting:

AF 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

\$1,302,460.70

- D. The total amount obligated is increased by \$1,302,460.70 from: \$17,580,944.86 to: \$18,883,405.56.
- E. The total value of the contract remains unchanged at \$250,882,869.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMEN	DMENT OF SOLICITATION/MODE	FICATION OF CONT	RACT	i. CONTRACT ID CODE K			A A STATE OF THE S	Page 1 of 5	
2. AMI	ENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATES See Blook 16		. The same and the	N/A		and the same of th	T NO. (Japplicabl	(a)
6. ISSU	DED BY	CODE	SP0600	7. ADMINISTER	RED :	BY (If other than Item (n c	ODE	
8725 FOR Buyer	ENERGY UTILITY SERVICES JOHN J. KINGMAN ROAD, SUITE 4 T BELVOIR, VA 22060-6222 r/Symbol: Weston Goodman/DLA Energ NE: (703) 767-9560 E-MAIL: weston.go	gy-FEEAB	.2						
8. NAM	ME AND ADDRESS OF CONTRACTO	OR (NO., street city, cor	unty, State , and	l ZIP Code)		9a. AMENDMENT	OF SOLICE	TATION NO.	\neg
1400	lin County Water District No. 1 Rogersville Road					96, DATED (SEE IT)			
Phon	Siff, KY 40160-9343 ie: (270) 351-3222 ext. 208 (270) 352-3055				х	10a. MODIFICATIO NO. SP0600-11	I-C-8271	TRACT/ORDER	
DUN	: Jim Bruce, General Manager IS # 130402811 E #316V9					10b. DATED (SEE 1) 30 Sept	<i>TEM 13)</i> cember 2011		
		THIS ITEM ONLY A		AMENDMENTS OF	SOL	ICITATIONS			
Offers in method copy of FAILU OFFEI you des	The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returningcopy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							nt L	
	COUNTING AND APPROPRIATION			220707		A STATE OF THE PARTY OF THE PAR		TANK TAN	
13. THO									
	A. THIS CHANGE ORDER IS ISSUI CONTRACT ORDER NO. IN ITE	EM 10A.	accorded to the second		<u> </u>	national design			
	B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE	TRACT/ORDER IS MO 3T FORTH IN ITEM 14	DIFIED TO K L, PURSUANT	TO THE AUTHORI	INIS TY O	IRATIVE CHANGES (F:	(such as onar	iges in paying	
Х	C. THIS SUPPLEMENTAL AGREE	and the second s	NTO PURSUA	NT TO AUTHORIT)	Y OF:	FAR 52.243-1 ALT 1			
- W. 100	D. OTHER (Specify type of modificati		A remaining						
	DRTANT: Contractor[] is not,[X] i					the issuing office. Heitation/contract subje	oot matter wh	nova formible.)	-
	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in liem 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
	AME AND TITLE OF SIGNER (Type IM BRUCE, GENERAL M			1		TRACTING OFFICER		· · · · · · · · · · · · · · · · · · ·	
Observation action (pers)	ME OF CONTRACTOR/OFFEROR	and the same of th	E SIGNED	16B. UNITED SE		TH RICHARDS		LCDATES GNED	
BY	MMM PSucz Eignglure of person authorized to sign)	07-Mi	ARCH-14	ву	B	Contrassing Officer		11/24/2020	
	0-01-152-8070 US EDITION UNUSABLE				7	Prescr	ARD POL ited by GSA (4: CFR) 52	MICEEP*M QMMISSION F KENTUCK	1

Modification P00018 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to revise the monthly unit price amount, previously established on Modification P00017, for SubCLIN 0003AA from the amount of \$251,528.00 to \$246,172.00. To revise the B.4 schedule for contract year 3 to reflect this change. This revision decreases the annual utility service charge for contract year 3 from \$3,018,336.00 to \$2,954,064.00 with a delta of \$64,272.00; Therefore, the total contract value is decreased in the amount of \$64,272.00.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the revision of SubCLIN 0003AA.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-36 of 600 ACRN: TBD Period of Performance: February 1, 2014- September 30, 2014	12	Mo.	\$251,528.00	\$3,018,336.00

TO:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Мо.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: TBD Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	\$1,477,032.00
0003AC	Month 33-36 of 600 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$246,172.00	\$984,688.00



11/24/2020

Monthly Utility Service Charge- Schedule 1

FROM:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$251,528.00	\$85,968.00	(\$85,968.00)	\$251,528.00	\$3,018,336.00
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00
11	\$281,786.00			\$281,786.00	\$3,381,432.00
12	\$286,725.00			\$286,725.00	\$3,440,700.00
13	\$291,751.00			\$291,751.00	\$3,501,012.00
14	\$296,864.00			\$296,864.00	\$3,562,368.00
15	\$302,067.00			\$302,067.00	\$3,624,804.00
16	\$307,361.00			\$307,361.00	\$3,688,332.00
17	\$312,748.00			\$312,748.00	\$3,752,976.00
18	\$318,230.00			\$318,230.00	\$3,818,760.00
19	\$323,807.00			\$323,807.00	\$3,885,684.00
20	\$329,483.00			\$329,483.00	\$3,953,796.00
21	\$335,258.00			\$335,258.00	\$4,023,096.00
22	\$341,134.00			\$341,134.00	\$4,093,608.00
23	\$347,113.00			\$347,113.00	\$4,165,356.00
24	\$353,196.00			\$353,196.00	\$4,238,352.00
25	\$359,387.00			\$359,387.00	\$4,312,644.00
26	\$365,686.00			\$365,686.00	\$4,388,232.00
27	\$372,095.00			\$372,095.00	\$4,465,140.00
28	\$378,616.00			\$378,616.00	\$4,543,392.00
29	\$385,252.00			\$385,252.00	\$4,623,024.00
30	\$392,005.00			\$392,005.00	\$4,704,060.00
31	\$398,875.00			\$398,875.00	\$4,786,500.0
32	\$405,866.00			\$405,866.00	#4 0 7 0 000 0
33	\$412,980.00			\$412,980.00	\$4,870,392.00 \$4,955,760.00
34	\$420,218.00			\$420,218.00	\$5,042,616.00
35	\$427,583.00			\$427,583.00	\$5,130,996.0
36	\$435,077.00			\$435,077.00	\$5,220,924.0
37	\$442,703.00			\$442,703.00	\$5,312,436.0
38	\$450,462.00			\$450,462.00	\$5,405,544.00

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge
39	\$458,357.00			\$458,357.00	\$5,500,284.00
40	\$466,390.00			\$466,390.00	\$5,596,680.00
41	\$474,565.00			\$474,565.00	\$5,694,780.00
42	\$482,882.00			\$482,882.00	\$5,794,584.00
43	\$491,346.00			\$491,346.00	\$5,896,152.00
44	\$499,957.00			\$499,957.00	\$5,999,484.00
45	\$508,720.00			\$508,720.00	\$6,104,640.00
46	\$517,636.00			\$517,636.00	\$6,211,632.00
47	\$526,709.00			\$526,709.00	\$6,320,508.00
48	\$535,940.00			\$535,940.00	\$6,431,280.00
49	\$545,334.00			\$545,334.00	\$6,544,008.00
50	\$554,892.00			\$554,892.00	\$6,658,704.00

TO:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge	
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.0 <mark>0</mark>	
19	\$323,807.00			\$323,807.00	\$3,885,684.0	
20	\$329,483.00			\$329,483.00	\$3,953,796.0	REC
21	\$335,258.00			\$335,258.00	\$4,023,096.0	11/2
22	\$341,134.00			\$341,134.00	\$4,093,608.0	1 1/2
23	\$347,113.00			\$347,113.00	\$4,165,356.00	PUBLIC
24	\$353,196.00			\$353,196.00	\$4,238,352.0	COM
25	\$359,387.00			\$359,387.00	\$4,312,644.0	OF KE

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge
26	\$365,686.00			\$365,686.00	\$4,388,232.00
27	\$372,095.00			\$372,095.00	\$4,465,140.00
28	\$378,616.00			\$378,616.00	\$4,543,392.00
29	\$385,252.00			\$385,252.00	\$4,623,024.00
30	\$392,005.00			\$392,005.00	\$4,704,060.00
31	\$398,875.00			\$398,875.00	\$4,786,500.00
32	\$405,866.00			\$405,866.00	\$4,870,392.00
33	\$412,980.00			\$412,980.00	\$4,955,760.00
34	\$420,218.00			\$420,218.00	\$5,042,616.00
35	\$427,583.00			\$427,583.00	\$5,130,996.00
36	\$435,077.00			\$435,077.00	\$5,220,924.00
37	\$442,703.00			\$442,703.00	\$5,312,436.00
38	\$450,462.00			\$450,462.00	\$5,405,544.00
39	\$458,357.00			\$458,357.00	\$5,500,284.00
40	\$466,390.00			\$466,390.00	\$5,596,680.00
41	\$474,565.00			\$474,565.00	\$5,694,780.00
42	\$482,882.00			\$482,882.00	\$5,794,584.00
43	\$491,346.00			\$491,346.00	\$5,896,152.00
44	\$499,957.00			\$499,957.00	\$5,999,484.00
45	\$508,720.00			\$508,720.00	\$6,104,640.00
46	\$517,636.00			\$517,636.00	\$6,211,632.00
47	\$526,709.00			\$526,709.00	\$6,320,508.00
48	\$535,940.00			\$535,940.00	\$6,431,280.00
49	\$545,334.00			\$545,334.00	\$6,544,008.00
50	\$554,892.00			\$554,892.00	\$6,658,704.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AF is hereby decreased in the amount of \$10,712.00. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0005 as follows:

Line of Accounting:

AF 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

\$1,291,748.70

- D. The total amount obligated is decreased by \$10,712.00 from: \$18,883,405.56 to: \$18,872,693.56.
- E. The total value of the contract decreased by \$64,272.00 from: \$250,882,869.46 to: \$250,818,597.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K Page 1 of 3				
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECT See	TVE DATE Block 16C	4. REQUISITION/	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applied N/A)			CCT NO. (If applicable)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy- PHONE: (703) 767-8576 E-MAIL: daonna.yc	FEEAB	P.P. 8.2					
8. NAME AND ADDRESS OF CONTRACTO	DR (NO., stree	et city, county, State ,an	d ZIP Code)		9a. AMENDMENT	OF SOLIC	TTATION NO.
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE IT	EM 11)	
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				х	10a. MODIFICATIONO. SP0600-1		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 1 30 Sep	TEM 13) tember 201	1
11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	FSOL	ICITATIONS		
The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						endment on each ers. OF	
12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE			PDERS IT MODIE	ר פקוני	THE CONTRACT/OR	DER NO	AS DESCRIBED IN
FFEM-14.	TCATIONS	OF CONTRACTOR	William Control	A440 A			AS DESCRIBED IIV
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	EM 10A,		• •				
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI	ET FORTH IN	ITEM 14, PURSUAN	T TO THE AUTHOR	ITY C)F:		anges in paying
C. THIS SUPPLEMENTAL AGREE				Y OF	: FAR 52,243-1 ALT 1		
X D. OTHER (Specify type of modificate	_	rity) DFARS 252.232-70 o sign this document an		omi on	to the issuince office		
		•			to the issuing office. olicitation/contract.sub	iect matter	where feasible.)
	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System						
	See	Additional Pag	es for Further l	Deta	ils.		
Except as provided herein, all terms and condition	ons of the docu	ument referenced in Iter	n 9A or 10A, as heret	ofore (changed, remains unch	anged and ir	n full force and effect.
15A. NAME AND TITLE OF SIGNER (Typ JIM BRUCE, GENERAL M					TRACTING OFFICE TH RICHARDS		CEIVED
BY		15C.DATE SIGNED	16B. UNITED S	1 1	S OF AMERICA		16C.DATE SIGNED
(Signature of person authorized to sign	IJ		(Manen	ure of	Contracting Officer)	PU	OMMISSION 83)

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 TREV 10-83)
Prescribed by GSAKENTUCKY
FAR (48 CFR) 52.243

Modification P00019 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to provide funding in the amount of \$3,875,246.10 for April 1, 2014 thru September 30, 2014 (months 27 -32 of 600) for SubCLIN 0003AB and (months 27 -32 of 60) for SubCLIN 0054AB.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:.
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0003AB and 0054AB.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0003AB is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: TBD Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	\$1,477,032.00
0003AC	Month 33-36 of 600 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$246,172.00	\$984,688.00

TO:

CLIN	Description	<u>Qty</u>	<u>Unit</u>	Unit Price Total Price
0003	Monthly Utility Service Charge (Year 3)			
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$246,172.00 \$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00 \$1,477,032.00 RECEIVED
0003AC	Month 33-36 of 600 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$246,172.0 \$984,688.00 11/24/2020 PUBLIC SERVICE COMMISSION OF KENTUCKY

CLIN 0054AB is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0054	ISDC Surcharge – Year 3				
0054AA	Month 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
0054AB	Months 27-32 of 60 ACRN: TBD Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$399,702.35	\$2,398,214.10
0054AC	Months 33-36 of 60 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$399,702.35	\$1,598,809.40

TO:

CLIN	Description	<u>Qty</u>	<u>Unit</u>	Unit Price	Total Price
0054	ISDC Surcharge – Year 3				
0054AA	Month 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
0054AB	Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$399,702.35	\$2,398,214.10
0054AC	Months 33-36 of 60 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015	4	Mo.	\$399,702.35	\$1,598,809.40

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AG is hereby established in the amount of \$3,875,246.10. Funds are provided under the Direct Cite MIPR Number MIPR10425123 Amendment 0006 as follows:

Line of Accounting:

AG 02120142014 2020000 A2ABH 131079QDPW 2334 0010425123 S.0005431.31.504.2 021001

- D. The total amount obligated is increased by \$3,875,246.10 from: \$18,872,693.56 to \$22,747,939.66.
- E. The total value of the contract remains unchanged at \$250,818,597.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.



AMENDME	NT OF SOLICITATION/MODI	NT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CO.				DDE K	•	Page 1 of 4
2. AMENDI	MENT/MODIFICATION NO. P00020	3. EFFECT See	IVE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If application)				CCT NO. (If applicable)
6. ISSUED I	BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE				CODE
8725 JOH FORT BEI Buyer/Syn	RGY – UTILITY SERVICES N J. KINGMAN ROAD, STP 1040 LVOIR, VA 22060-6222 abol: Marlene Amedome/DLA Ener 703) 617-1439 E-MAIL: marlene.au	rgy-FEEAA	nil P.P. 8.2					
8. NAME AI	ND ADDRESS OF CONTRACTO	OR (NO., street	t city, county, State ,an	d ZIP Code)		9a, AMENDMENT	OF SOLIC	ITATION NO.
1400 Roge Radeliff, F Phone: (27 Fax: (270) POC: Jim DUNS # 1	Bruce, General Manager 30402811				Х	9b. DATED (SEE IT) 10a. MODIFICATIONO. SP0600-11 10b. DATED (SEE IT) 30 Sept	ON OF CO 1-C-8271	
CAGE #31			NIX V. A DDY TEG TO		COX	TOWN LONG		
r non 1	ve numbered solicitation is ame		ONLY APPLIES TO	AMENDMENTS OF	SOL	ICITATIONS		· · · · · · · · · · · · · · · · · · ·
The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
	NTING AND APPROPRIATION							
13. THIS IT ITEM 14.	EM APPLIES ONLY TO MODI	FICATIONS (OF CONTRACTS/OI	RDERS, IT MODIF	IES T	HE CONTRACT/OR	DER NO. A	AS DESCRIBED IN
A.	THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN ITE		IT TO: (Specify author	ity) THE CHANGES	SET I	ORTH IN ITEM 14 A	RE MADE	IN THE
B,	THE ABOVE NUMBERED CON office, appropriation date, etc.) SE						(such as ch	anges in paying
C.	THIS SUPPLEMENTAL AGREE	MENT IS ENT	ERED INTO PURSUA	ANT TO AUTHORIT	Y OF	FAR 52.243-1 ALT 1		
	OTHER (Specify type of modificati							
	ANT: Contractor [X] is not, [] is		****			he issuing office.	oot wasten.	uh ana Camaih la)
14. DESCRI	PTION OF AMENDMENT/MOD	JIFICATION ((Organizea by UCF se	ction neadings, includ	ing so	иснапоп/сонтасі ѕиој	ect matter v	vnere jeasibie.)
	Fo		Kentucky – Ut Potable Water			ı Contract		
		See	Additional Page	es for Further I)eta	ila		
		. 500 1	raditional Lagi	os for i urtifor i) Cia	110.		
ë	•							
Except as pro	vided herein, all terms and conditio	ns of the docum	nent referenced in Item	n 9'A or 10A, as herete	fore c	hanged, remains uncha	nged and in	full force and effect.
	E AND TITLE OF SIGNER (Type BRUCE, GENERAL M					FRACTING OFFICE TH RICHARDS		CEIVED
ВУ	OF CONTRACTOR/OFFEROR nature of person authorized to sign	·	15C.DATE SIGNED	BY (ST	TATE	S OF AMERICA Operacing Officer)	1	16C.DATE SIGNED 1/24/2020
	nauire ot person authorized to sign	,		/ Villehrated	va nilii	DUBETCHNO (Hilope	131.10	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by AS KENTUCKY FAI (48 CFR) 52.243 Modification P00020 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to provide funding in the amount of \$1,291,748.70 for October 1, 2014 thru November 30 2014 (months 33 -34 of 600) for SubCLIN 0003AC and (months 33 -34 of 60) for SubCLIN 0054AC.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0003AC and 0054AC.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0003AC is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	_	Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)					
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014		2	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014		6	Mo.	\$246,172.00	\$1,477,032.00
0003AC	Month 33-36 of 600 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015		4	Mo.	\$246,172.00	\$984,688.00

TO:

CLIN	Description	_Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	\$1,477,032.00 RECEIVED
0003AC	Month 33-34 of 600 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Mo.	\$246,172.00	11/24/2020 \$492,344.00 PUBLIC SERVICE COMMISSION OF KENTUCKY

Month 35-40 of 600 ACRN: TBD 0003AD

Period of Performance: December 1, 2014-January 31, 2015

2 Mo. \$246,172.00

\$984,688.00

CLIN 0054AC is hereby revised as follows:

ACRN: TBD

Period of Performance:

December 1, 2014 - January 31, 2015

FROM:

<u>CLIN</u>	Description	·.	Qty	<u>Unit</u>	Unit Price	Total Price
0054	ISDC Surcharge – Year 3					
0054AA	Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014		2	Mo.	\$399,702.35	\$799,404.70
005 4 AB	Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014		6	M o.	\$399,702.35	\$2,398,214.10
0054AC	Months 33-36 of 60 ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015			Мо.	\$399,702.35	\$1,598,809.40
<u>CLIN</u>	Description	•	Qty	Unit	Unit Price	Total Price

TO:

<u>CLIN</u> 0054	<u>Description</u> ISDC Surcharge – Year 3	Qty	Unīt	<u>Unit Price</u>	Total Price
0054AA	ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
0054AB	Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Мо.	\$399,702.35	\$2,398,214.10
0054AC	Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Мо.		\$799,404.70
0054 AD	Months 35-36 of 60	^	B.4-	#004 7 00 0 F	11/24/2020

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Mo.

COMMISSION OF KENTUCKY C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AH is hereby established in the amount of \$1,291,748.70. Funds are provided under the Direct Cite MIPR Number MIPR10603343 Basic as follows:

Line of Accounting:

AG 02120152015 2020000 A2ABH 131079QDPW 2334 0010603343 S.0005431.31.504.2 021001 \$1,291,748.70

- D. The total amount obligated is increased by \$1,291,748.70 from: \$22,747,939.66 to: \$24,039,688.36.
- E. The total value of the contract remains unchanged at \$250,818,597.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

2. AMENNMENTANDER CATION NO. S. EFFECTIVE DATE: SPOKE 15C NA NA SERVICE STORY (Figure them. Lett. 6) Septiments (S. 1880) Septiments (S	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE					DDE K	·····	Page 1 of 4
DLA ENERGY - UTILITY SERVICES 8732 JOHN J KINGMAN ROAD, STP 10400 PORT BELVOR, VA. 2006-0222 Duoya'Symbol: Madmen Armstone/DLA Energy-PEERA PHONE; (20) JOHN JAS PAMEL INBEST, metaborang@lin.mil P.P. 8.2 8. NAME AND ADDRESS OF CONTRACTOR (NO., atrest else, county, State, and ZIP Code) Hardii County Water Detrict No. 1 98. DATED (SEE HEM 11) 109. DATED (SEE								T NO. (If applicable)
STZS JOHN J. KINCHMAN ROAD, STZ 10400 PORT BILLYOK YA. 2060-0522 Bouyes/Symbol: Mariene Amelione/BLA Energy-PEDAA PIONE: (2015) 71-495 P-MAIL gate gamedoma@dia.mil P.P. 8.2 8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State and ZIP Corle) 8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State and ZIP Corle) 9. AMENDMENT OF SOLICITATION NO. 9. DATED (SEE ITEM 11) 100. Begrevite Beat Readelli, KY 4016-0943 Phone: (270) 335-3455 POC. In Brew, General Manage DINAS I 3040281 CAGE 8316499 11. THIS HEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [The above numbered solicitation is amended as set forth in litem 14. CAGE 8316490 11. THIS HEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [The hour and date specified for receipt of Offers] [is settended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing learns and 15, and retermingopp of the amendment(p) by acknowledging receipt of his amendment on each copy of the offer submitted; (a) by separate letter or telegram which includes reference to the solicitation and amendment numbers. An ILIURR OF VOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED PORT HIS RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFERS. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram of letter, provided each telegram or leader makes reference to the solicitation and this amendment you desire to change an offer already submitted, such change may be made by telegram of letter, provided each telegram or leader makes reference to the solicitation and this amendment you desire to change an offer already submitted, such changes and provided by the provided provided and the provided and the specified in the solicitation and this amendment you desire to change an offer already submitted, such change to p	6. ISSUED BY	CODE	SP0600	7. ADMINISTE	RED :	BY (If other than Item	5) C	ODE
Hardia Cousty Water Disprict No. 1 1400 Rogersville Road Radediff, KY 40160-9243 Febrer. (270) 331-3222 cet. 208 Fax: (270) 332-3055 Fax: (270) 332-3057 Fax: (270) 33	8725 JOHN J. KINGMAN ROAD, STP 1046 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene	8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Energy-FEEAA PHONE: (703) 617-1439 E-MAIL: marlene.amedome@dla.mil P.P. 8.2						
100. MODIFICATION OF CONTRACT/ORDER No. SP0600-11-C-8271 101. MODIFICATION OF CONTRACT/ORDER No. SP0600-11-C-8271 105. DATED, SEE (270) 351-3222 cut. 208 Fax: (270) 351-3222 cut. 208 Fax: (270) 352-32055 105. DATED, SEE (270) 352-32055 105. DATED, SEE (270) 352-32055 105. DATED, SEE (270) 361-3222 cut. 208 Fax: (270) 352-32055 105. DATED, SEE (270) 361-3222 cut. 208 Fax: (270) 352-32055 105. DATED, SEE (270) 361-322 cut. 208 105. DATED, SEE (270) 361-322	8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code) 9a. AMENDMENT OF SOLICITATION N						FATION NO.	
Phone; (270) 351-3222 cat. 208 Feat: (270) 252-3055 POC: 8m Banes, General Manager DUNS 8 1 300/2511 CAGE #316V9 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 12. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this samendment prior to the bour and date specified in the solicitation or as amended, by one of the following methods; (a) By completing Items 8 and 15, and returning						9b. DATED (SEE IT	EM 11)	
DUNS # 130402811 CAGE #316V9 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified did step specified for receipt of Offies [] is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; onc) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (# requalred) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN TITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 13A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: FAR 52:243-1 ALT 1 x. D. OTHER (Specify type of modification and authority) DFARS 22:232-7007 E. IMPORTANT: Contractor [X] is not, [] is required to sign this document ard testing copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, includings solicitation/contract subject matter where feasible.) FOR KINDER OF CONTRACT ORDER (Type or print) LIMPO	Phone: (270) 351-3222 ext. 208	•			х			TRACT/ORDER
[]The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended. [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment.(b) By acknowledge receipt of this amendment on each copy of the offer submitted, or (or) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN THEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT TORDER NO. IN ITEM 10. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR \$2.243-1 ALT 1 x. D. OTHER (Specify type of modification and authority) DEARS 252.232-7007 E. IMPORTANT: Contractor [X] is not. [] is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract P	DUNS # 130402811	1						
The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning	11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT I x. D. OTHER (Specify uppe of modification and authority) DFARS 252.232-7007 E. IMPORTANT: Contractor[X] is not, [] is required to sign this document and return	Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR \$2.243-1 ALT 1 x D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return1_ copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herotofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER KENNETH RICHARDS KENNETH RICHARDS	12. ACCOUNTING AND APPROPRIATION	DATA (If req	uired)					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 x D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return1copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS	ITEM 14.							
office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 x D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return1 copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print)	CONTRACT ORDER NO. IN ITI	EM 10A.						
D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return1 copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky - Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print)	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI	TRACT/ORDI	ER IS MODIFIED TO R ITEM 14, PURSUANT	EFLECT THE ADM TO THE AUTHORI	IINIS' ITY O	TRATIVE CHANGES F:	(such as char	iges in paying
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return			EIGE EIIGIOIGGIE	I o I I o I I o I I	Y OF:	FAR 52.243-1 ALT 1		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS			**			1		
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Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS PIFCE		A ROLLING!	(Organization by O'O' stor	non nounity, motat	<u>.</u>	normania de la	COI 11441107 1431	ior o your roses,
Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS PIFCE								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME OF CONTRACTING OFFICER JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS	Fo	rt Knox,				Contract		
15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS OF FICE OF SIGNER (Type or print)	See Additional Pages for Further Details.							
15A. NAME AND TITLE OF SIGNER (Type or print) JIM BRUCE, GENERAL MANAGER 16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDS OF FICE OF SIGNER (Type or print)								
JIM BRUCE, GENERAL MANAGER KENNETH RICHARDS RECEIVED	Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15B. NAME OF CONTRACTOR/OFFEROR 15C.DATE SIGNED 16B. UNITED STATES OF AMERICA 16C.DATE SIGNED						:FIVED		
Town Original or a minute or a	15B. NAME OF CONTRACTOR/OFFEROR		15C,DATE SIGNED	16B. UNITED ST	ATE	S OF AMERICA		16C,DATE SIGNED
11/24/2029		•		2	- /		1 1	1/24/2029
BY (Signature of person authorized to sign) BY (Signature of Contracting Officer) BY (Signature of Contracting Officer) PUBLIC SERVICE	BY (Signature of person authorized to sign)		BY flat	refof C	Contracting Officer)	PUB	LIC SERVICE

- A. The purpose of this modification is to provide funding in the amount of \$645,874.35 for December 1, 2014 thru December 31 2014 (month 35 of 600) for SubCLIN 0003AC and (month 35 of 60) for SubCLIN 0054AC.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:.
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0003AC and 0054AC.

Utility Service Payment by the Government

CLIN 0003AC is hereby revised as follows:

FROM:

CLIN	<u>Description</u>	_Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	\$1,477,032.00
0003AC	Month 33-34 of 600 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Mo.	\$246,172.00	\$984,688.00
0003AD	ACRN: TBD Period of Performance: December 1, 2014- January 31, 2015	1	Mo	\$246,172.00	\$984,688.00

OF KENTUCKY

TO:

<u>CLIN</u>	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)				
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2 .	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	11/24/2020 PUBLIC SERVICE COMMISSION

 0003AC
 Month 33-35 of 600 ACRN: AH Period of Performance: October 1, 2014-December 31, 2014
 3 Mo. \$246,172.00 \$738,516.00

 0003AD
 ACRN: TBD Period of Performance: January 1, 2015-January 31, 2015
 1 Mo \$246,172.00 \$246,172.00

CLIN 0054AC is hereby revised as follows:

FROM:

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
ISDC Surcharge – Year 3				
Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$399,702.35	\$2,398,214.10
Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Mo.	\$399,702.35	\$1,598,809.40
Months 35-36 of 60 ACRN: TBD Period of Performance: December 1, 2014 – January 31, 2015	. 2	Mo.	\$399,702.35	\$799,404.70
	Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014 Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014 Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014 Months 35-36 of 60 ACRN: TBD Period of Performance:	Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014 Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014 Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014 Months 35-36 of 60 ACRN: TBD Period of Performance:	Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014 Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014 Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014 Months 35-36 of 60 ACRN: TBD Period of Performance:	Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014 Months 27-32 of 60 ACRN: AG Period of Performance: April 1, 2014 Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014 Months 35-36 of 60 ACRN: TBD Period of Performance:

TO.

April 1, 2014-

September 30, 2014

CLIN	Description	Qty	Unit	<u>Unit Price</u>	Total Price
0054	ISDC Surcharge - Year 3				
0054AA	ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
0054AB	Months 27-32 of 60 ACRN: AG Period of Performance:	6	Mo.	\$399, 02.35 RE	\$2,398,214.10 CEIVE

11/24/2020

0054AC	Months 33-35 of 60 ACRN: AH Period of Performance: October 1, 2014- December 31, 2014	3	3 M	o. \$3	99,702.35	\$1,199,107.05
0054 AD	Months 36-37 of 60 ACRN: TBD Period of Performance: January 1, 2015 – January 31, 2015	1	Мо	o. \$3	99,702.35	\$399,702.35

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AH is hereby increased in the amount of \$645,874.35. Funds are provided under the Direct Cite MIPR Number MIPR10603343 Amendment 0001 as follows:

Line of Accounting:

AG 02120152015 2020000 A2ABH 131079QDPW 2334 0010603343 S.0005431.31.504.2 021001 \$1,937,623.05

- D. The total amount obligated is increased by \$645,874.35 from: \$24,039,688.36 to \$24,685,562.71.
- E. The total value of the contract remains unchanged at \$250,818,597.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODI	FICATION OF CONTRACT	1. CONTRACT II) CODE K	Page 1 of 7
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C		URCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 1046 FORT BELVOIR, VA 22060-6222 Buyer/Symbol; Marlene Amedome/DLA Ene, PHONE: (703) 617-1439 E-MAIL: marlene.a	rgy-FEEAA	7. ADMINISTER	ED BY (If other than Item	O CODE
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9 11. []The above numbered solicitation is ame The hour and date specified for receipt of O Offers must acknowledge receipt of this am methods: (a) By completing Items 8 and 15 copy of the offer submitted; or(c) By separate FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm or letter makes reference to the solicitation	THIS ITEM ONLY APPLIES TO A made as set forth in Item 14. Offers [] is extended, [] is not extracted and returning copy of the ate letter or telegram which include MENT TO BE RECEIVED AT DATE SPECIFIED MAY RESUlted, such change may be made by and this amendment, and is received.	ended. e specified in the sol e amendment;(b) By es a reference to the IHE PLACE DESI JLT IN REJECTIO et elegram or letter,	9b. DATED (SEE IT 10a. MODIFICATION 10b. DATED (SEE IT 30 Sep SOLICITATIONS icitation or as amended, acknowledging receipt of solicitation and amendm (GNATED FOR THE IT) DN OF YOUR OFFER, provided each telegram	by one of the following of this amendment on each left by virtue of this amendment
12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODI ITEM 14. A. THIS CHANGE ORDER IS ISSUE	FICATIONS OF CONTRACTS/OR		and the second s	
CONTRACT ORDER NO. IN ITE B. THE ABOVE NUMBERED CON	EM 10A.	EFLECT THE ADMI	NISTRATIVE CHANGES	
C. THIS SUPPLEMENTAL AGREE D. OTHER (Specify type of modificate E. IMPORTANT: Contractor [] is set, [X] is 14. DESCRIPTION OF AMENDMENT/MOD	MENT IS ENTERED INTO PURSUA ion and authority) DFARS 252,232-700 required to sign this document and rel	NT TO AUTHORITY Of un copies	OF: FAR 52,243-1 ALT 1	ect matter where feasible.)
F o	rt Knox, Kentucky – Uti Potable Water See Additional Page	Utility Systen	1	
Except as provided herein, all terms and condition	ns of the document referenced in Item	9A or 10A, as heretofo	ore changed, remains uncha	nged and in full force and effect.
15A NAME AND TITLE OF SIGNER (Type JIM BRUCE, GENERAL M.	ANAGER	KENN	ONTRACTING OFFICE NETH RICHARDS	
15B. NAME OF GONTRACTOR/OFFEROR BY Sure of person authorized to sign	15C.DATE RIGNED 09-FEB-2015	BY	OF Johnston Officer	RECEIVEI 13-fe/b-105 11/24/2020
NSN 7540-01-152-8070		117	STA	NDARD FORM 30 (REV.10-83)

NSN 7540-91-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV.10-83)
Prescrib at by GPA BLIC SERVICE
FAR (41 CFR) 52,243 MMISSION
OF KENTUCKY

- A. The purpose of this modification is to revise the B.4 schedule for contract year 4. This revision decreases the annual utility service charge for contract year 4 from \$3,071,232.00 to \$2,954,064.00 with a delta of \$117,168.00. Therefore, the total contract value is decreased in the amount of \$117,168.00.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:
 - (1) Add one (1) month of funding (month 36 of 600) to SubCLIN 0003AC
 - (2) Add one (1) month of funding (month 36 of 60) to SubCLIN 0054AC
 - (3) Add two (2) months of funding (months 37 -38 of 600) to SubCLIN 0004AA
 - (4) Add two (2) months of funding (months 37-38 of 60) to SubCLIN 0055AA
 - (5) Establish SubCLINs 0004AB (months 39-44 of 600) and 0004AC (months 45-48 of 600)
 - (6) Establish SubCLINs 0055AB (months 39-44 of 60) and 0055AC (months 45-48 of 60)
 - (7) B.3. Schedule is hereby modified to reflect a -\$9,764.00 monthly decrease to the monthly service charge for Contract Year 4.

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

0003	Monthly Utility Service Charge (Year 3)	Qty	Unit	Unit Price	Total Price
0003AA	Month 25-26 of 600	2	Мо	\$246,172.00	\$492,344.00
	ACRN: AF Period of performance: February 1, 2014- March 31, 2014				
0003AB	Months 27-32 of 600	6	Мо	\$246,172.00	\$1,477,032.00
	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	1			
0003AC	Months 33-35 of 600	3	Мо	\$246,172.00	\$738,516.00
	ACRN: AH Period of Performance: October 1, 2014- December 31, 2014				
0003AD	Months 36-36 of 600	1	Мо	\$246,172.00	\$246,172.00
	ACRN: TBD Period of Performance: January 1, 2015- January 31, 2015				

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11/24/2020

TO:

0003	Monthly Utility Service Charge (Year 3)	Qty	Unit	Unit Price	Total Price
0003AA	Month 25-26 of 600	2	Мо	\$246,172.00	\$492,344.00
	ACRN: AF Period of performance: February 1, 2014- March 31, 2014				
0003AB	Months 27-32 of 600	6	Мо	\$246,172.00	\$1,477,032.00
	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014				
0003AC	Months 33-36 of 600	4	Мо	\$246,172.00	\$984,688.00
	ACRN: AH Period of Performance: October 1, 2014- January 31, 2015				

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-48 of 600	12	Мо	\$255,936.00	\$3,071,232.00
	ACRN: TBD			•	
	Period of performance:				
	February 1, 2015-		•		
	January 31, 2016				

TO:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-38 of 600	2	Mo	\$246,172.00	\$492,344.00
	ACRN: AH Period of performance: February 1, 2015- March 31, 2015				
0004AB	Month 39-44 of 600	6	Мо	\$246,172.00	\$1,477,032.00
	ACRN: TBD Period of performance: April 1, 2015- September 30, 2015	٠		· ·	
0004AC	Month 45-48 of 600	4	Mo	\$246,172.00	\$984,688.00
	ACRN: TBD Period of performance: October 1, 2015- January 31, 2016				

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11/24/2020

CLIN 0054 is hereby revised as follows:

FROM:

0054	ISDC Surcharge Yr. 3	Qty	Unit	Unit Price	Total Price	
0054AA	ACRN: AF Period of performance: February 1, 2014- March 31, 2014	2	Мо	\$399,702.35	\$799,404.70	
0054AB	ACRN AG Period of performance: April 1, 2014- September 30, 2014	6	Мо	\$399,702.35	\$2,398,214.10	
0054AC	ACRN: AH Period of performance: October 1, 2014- December 31, 2014	3	Mo	\$399,702.35	\$1,199,107.05	
0054AD	ACRN: TBD Period of performance: January 1, 2015- January 31, 2015	1	Mo	\$399,702.35	\$399,702.35	

TO:

0054	ISDC Surcharge Yr. 3	Qty	Unit	Unit Price	Total Price
0054AA	Months 26-27 of 60	2	Мо	\$399,702.35	\$799,404.70
	ACRN: AF Period of performance: February 1, 2014- March 31, 2014				· .
0054AB	Months 27-32 of 60	6	Мо	\$399,702.35	\$2,398,214.10
	ACRN AG Period of performance: April 1, 2014- September 30, 2014				
0054AC	Months 33-36 of 60	4	Мо	\$399,702.35	\$1,598,809.40
	ACRN: AH Perlod of performance: October 1, 2014- January 31, 2015		÷		

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-48 of 60	12	Мо	\$399,702.35	\$4,796,428.20
	ACRN: TBD Period of performance: February 1, 2015-	-			
	January 31, 2016			·	

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11/24/2020

TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price	
0055AA	Months 37-38 of 60	2	Мо	\$399,702.35	\$4,796,428.20	
	ACRN: AH Period of performance: February 1, 2015- March 31, 2015					
0055AB	Months 39-44 of 60 ACRN: TBD Period of performance: April 1, 2015- September 30, 2015	6	Мо	\$399,702.35	\$2,398,214.10	
0055AC	Months 45-48 of 60 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Mo	\$399,702.35	\$1,598,809.40	

B.4 Monthly Utility Service Charge – Schedule 1

The B.4 schedule is revised as follows:

FROM:

		Purchase				
Contract Year	Monthly Service Charge	Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6.	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
.7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00 [°]	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00	•		\$286,725.00	\$3,440,700.00	
13	\$291,751.00	-		\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	•
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230,00			\$318,230.00	\$3,818,760. <mark>00</mark>	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.0	ECEIVED
21	\$335,258.00			\$335,258.00	\$4,023,096. <mark>0</mark> 0	44/04/0000
22	\$341,134.00			\$341,134.00	\$4,093,608. <mark>0</mark> 0	11/24/2020
23	\$347,113.00			\$347,113.00	\$4,165,356.0 <mark>0</mark>	PUBLIC SERVICE
24	\$353,196.00	•		\$353,196.00	\$4,238,352.0 <mark>0</mark>	COMMISSION
25	\$359,387.00			\$359,387.00	\$4,312,644.0 <mark>0</mark>	OF KENTUCKY
26	\$365,686.00			\$365,686.00	\$4,388,232.0 0	

27	\$372,095.00	\$372,095.00	\$4,465,140.00
28	\$378,616.00	\$378,616.00	\$4,543,392.00
29	\$385,252.00	\$385,252.00	\$4,623,024.00
30	\$392,005.00	\$392,005.00	\$4,704,060.00
31	\$398,875.00	\$398,875.00	\$4,786,500.00
32	\$405,866.00	\$405,866.00	\$4,870,392.00
33	\$412,980.00	\$412,980.00	\$4,955,760.00
34	\$420,218.00	\$420,218.00	\$5,042,616.00
35	\$427,583.00	\$427,583.00	\$5,130,996.00
36	\$435,077.00	\$435,077.00	\$5,220,924.00
37	\$442,703.00	\$442,703.00	\$5,312,436.00
38	\$450,462.00	\$450,462.00	\$5,405,544.00
39	\$458,357.00	\$458,357.00	\$5,500,284.00
40	\$466,390.00	\$466,390.00	\$5,596,680.00
41	\$474,565.00	\$474,565.00	\$5,694,780.00
42	\$482,882.00	\$482,882.00	\$5,794,584.00
43	\$491,346.00	\$491,346.00	\$5,896,152.00
44	\$499,957.00	\$499,957.00	\$5,999,484.00
45	\$508,720.00	\$508,720.00	\$6,104,640.00
46	\$517,636.00	\$517,636.00	\$6,211,632.00
47	\$526,709.00	\$526,709.00	\$6,320,508.00
48	\$535,940.00	\$535,940.00	\$6,431,280.00
49	\$545,334.00	\$545,334.00	\$6,544,008.00
50	\$554,892.00	\$554,892.00	\$6,658,704.00

TO:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	_
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	4
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	•
8.	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.0 <mark>0</mark>	
13	\$291,751.00			\$291,751.00	\$3,501,012.0	ECEIVED
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.0 <mark>0</mark>	11/24/2020
16	\$307,361.00			\$307,361.00	\$3,688,332. <mark>0</mark> 0	11/24/2020
17	\$312,748.00			\$312,748.00	\$3,752,976.0 <mark>0</mark>	PUBLIC SERVICE
18	\$318,230.00	i e		\$318,230.00	\$3,818,760.0 <mark>0</mark>	COMMISSION
19	\$323,807.00			\$323,807.00	\$3,885,684.(<mark>0</mark>	OF KENTUCKÝ
20	\$329,483.00			\$329,483.00	\$3,953,796.00	

21	\$335,258.00	\$335,258.00	\$4,023,096.00
22	\$341,134.00	\$341,134.00	\$4,093,608.00
23	\$347,113.00	\$347,113.00	\$4,165,356.00
24	\$353,196.00	\$353,196.00	\$4,238,352.00
25	\$359,387.00	\$359,387.00	\$4,312,644.00
26	\$365,686.00	\$365,686.00	\$4,388,232.00
27	\$372,095.00	\$372,095.00	\$4,465,140.00
28	\$378,616.00	\$378,616.00	\$4,543,392.00
29	\$385,252.00	\$385,252.00	\$4,623,024.00
30	\$392,005.00	\$392,005.00	\$4,704,060.00
31	\$398,875.00	\$398,875.00	\$4,786,500.00
32	\$405,866.00	\$405,866.00	\$4,870,392.00
33	\$412,980.00	\$412,980.00	\$4,955,760.00
34	\$420,218.00	\$420,218.00	\$5,042,616.00
35	\$427,583.00	\$427,583.00	\$5,130,996.00
36	\$435,077.00	\$435,077.00	\$5,220,924.00
37	\$442,703.00	\$442,703.00	\$5,312,436.00
38	\$450,462.00	\$450,462.00	\$5,405,544.00
39	\$458,357.00	\$458,357.00	\$5,500,284.00
40	\$466,390.00	\$466,390.00	\$5,596,680.00
41	\$474,565.00	\$474,565.00	\$5,694,780.00
42	\$482,882.00	\$482,882.00	\$5,794,584.00
43	\$491,346.00 ·	\$491,346.00	\$5,896,152.00
44	\$499,957.00	\$499,957.00	\$5,999,484.00
45	\$508,720.00	\$508,720.00	\$6,104,640.00
46	\$517,636.00	\$517,636.00	\$6,211,632.00
47	\$526,709.00	\$526,709.00	\$6,320,508.00
48	\$535,940.00	\$535,940.00	\$6,431,280.00
49	\$545,334.00	\$545,334.00	\$6,544,008.00
50	\$554,892.00	\$554,892.00	\$6,658,704.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AH is hereby increased in the amount of \$1,937,623.05. Funds are provided under the Direct Cite MIPR Number MIPR10603343 Amendment 0002 as follows:

Line of Accounting:

AH 02120152015 2020000 A2ABH 131079QDPW 2334 0010603343 S.0005431.31.504.2 021001 \$3,875,246.10

- D. The total amount obligated is increased by \$1,937,623.05 from: \$24,685,562.71 to \$26,623,185.76.
- E. The total value of the contract is decreased by \$\\$117,167.00 from \$250,818,597.46 to \$250,701,429.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION/MODI	FICATION O	OF CONTRACT	1. CONTRACT I	D CC	ODE K		Page 1 of 3	
2. AMENDMENT/MODIFICATION NO.	AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. P00023 See Block 16C			4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) N/A				
6. ISSUED BY	CODE	SP0600	7. ADMINISTEI		BY (If other than Item	6) (CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.a	rgy-FEEAA	<u>mil</u> P.P. 8.2						
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	et city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLICI	TATION NO.	
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE IT	SEM 11)		
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				X	10a. MODIFICATI NO. SP0600-1		TRACT/ORDER	
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 1 30 Sep	otember 2011		
11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	LICITATIONS			
Offers must acknowledge receipt of this ar methods: (a) By completing Items 8 and 15 copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation	The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION			DEDC IT MODIE	TEC T	THE CONTRACT/OF	DED NO. A	C DECCRIBED IN	
13. THIS ITEM APPLIES ONLY TO MOD! ITEM 14.	IFICATIONS	OF CONTRACTS/OR	DERS, IT MODIF	IES I	HE CONTRACT/OR	EDER NO. A	S DESCRIBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES	SET I	FORTH IN ITEM 14 A	RE MADE II	N THE	
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						(such as cha	nges in paying	
C. THIS SUPPLEMENTAL AGREE	EMENT IS EN	TERED INTO PURSUA	NT TO AUTHORIT	Y OF	: FAR 52.243-1 ALT 1	ı		
x D. OTHER (Specify type of modification)								
E. IMPORTANT: Contractor [X] is not, [] is					e issuing office.			
14. DESCRIPTION OF AMENDMENT/MO		. Kentucky – Ut	ility Privatiza	ıtioı		gect matter wi	here feasible.)	
		Potable Water	Cunty Syste	111				
	See	Additional Page	s for Further I	Deta	ils.			
Except as provided herein, all terms and condition		nment referenced in Item					full force and effect.	
15A. NAME AND TITLE OF SIGNER (Typ. JIM BRUCE, GENERAL M	_	R			TRACTING OFFICE TH RICHARDS		CEIVED	
15B. NAME OF CONTRACTOR/OFFEROR	R	15C.DATE SIGNED	16B. UNITED ST	TATE	S OF AMERICA	1	16C. DATE SIGNED 1/24/2020	
BY			BY					
(Signature of person authorized to sig	n)		(Signatu	re of	Contracting Officer)	PUB	LIC SERVICE	

Modification P00023 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to provide funding in the amount of \$1,937,623.05 for April 1, 2015 thru June 30, 2015 under Contract year 4, (months 39-41 of 600) under SubCLIN 0004AA and (months 39-41 of 60) under SubCLIN 0055AA.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0004AA and 0055AA.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	004AA Month 37-38 of 600		Мо	\$246,172.00	\$492,344.00
	ACRN: AH Period of performance: February 1, 2015- March 31, 2015				
0004AB	Month 39-44 of 600 ACRN: TBD Period of performance: April 1, 2015- September 30, 2015	6	Mo	\$246,172.00	\$1,477,032.00
0004AC	·		Mo	\$246,172.00	\$984,688.00

TO:

0004	Monthly Utility Service Charge -Year 4		Unit	Unit Price	Total Price
0004AA	Month 37-41 of 600		Мо	\$246,172.00	\$1,230,860.00
	ACRN: AH Period of performance: February 1, 2015- June 30, 2015				
0004AB	Month 42-44 of 600	3	Мо	\$246,172.00	\$738,516.00
	ACRN: TBD Period of performance: July 1, 2015- September 30, 2015				
0004AC	Month 45-48 of 600	4	Мо	\$246,172.00	\$984,688.00
	ACRN: TBD Period of performance: October 1, 2015 – January 31, 2016				



11/24/2020

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-38 of 60	2	Mo	\$399,702.35	\$799,404.70
	ACRN: AH Period of performance: February 1, 2015- March 31, 2015				
0055AB	Months 39-44 of 60 ACRN: TBD Period of performance: April 1, 2015- September 30, 2015	6	Mo	\$399,702.35	\$2,398,214.10
0055AC	Months 45-48 of 60 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Мо	\$399,702.35	\$1,598,809.40

TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 39-41 of 60	5	Мо	\$399,702.35	\$1,998,511.75
	ACRN: AH Period of performance: February 1, 2015- June 30, 2015				
0055AB	Months 42-44 of 60 ACRN: TBD Period of performance: July 1, 2015- September 30, 2015	3	Mo	\$399,702.35	\$1,199,107.05
0055AC	Months 45-48 of 60 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Мо	\$399,702.35	\$1,598,809.40

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

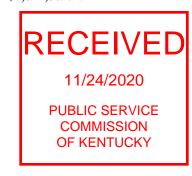
G.5 Accounting and Appropriation Data

ACRN AH is hereby increased in the amount of \$1,937,623.05. Funds are provided under the Direct Cite MIPR Number MIPR10603343 Amendment 0003 as follows: Line of Accounting:

AH 02120152015 2020000 A2ABH 131079QDPW 2334 0010603343 S.0005431.31.504.2 021001 \$5,812,869.15

- D. The total amount obligated is increased by \$1,937,623.05 from: \$26,623,185.76 to \$28,560,808.81.
- E. The total value of the contract remains unchanged at \$250,701,429.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K Page 1 of 5					
2. AMENDMENT/MODIFICATIO P00024	ON NO. 3. EFFE		4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)				
6. ISSUED BY	CODE	SP0600		ED BY (If other than Item 6) CODE		
DLA ENERGY – UTILITY SERV 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-622 Buyer/Symbol: Marlene Amedome PHONE: (703) 617-1439 E-MAIL:	o, STP 10400 22 e/DLA Energy-FEEBF						
8. NAME AND ADDRESS OF CO.	NTRACTOR (NO., s	treet city, county, State ,and	ZIP Code)	9a. AMENDMENT	OF SOLICITATION NO.		
Hardin County Water District No. 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manage				NO. SP0600-11	ON OF CONTRACT/ORDER I-C-8271		
DUNS # 130402811 CAGE #316V9				30 Sept	ember 2011		
	11. THIS ITE	M ONLY APPLIES TO A	MENDMENTS OF S	OLICITATIONS			
Offers must acknowledge receipt methods: (a) By completing Items copy of the offer submitted; or(c) FAILURE OF YOUR ACKNO OFFERS PRIOR TO THE HO you desire to change an offer alre or letter makes reference to the scale. 12. ACCOUNTING AND APPROP	s 8 and 15, and retu By separate letter of WLEDGMENT TO UR AND DATE St eady submitted, such plicitation and this a	rning copy of the or telegram which include O BE RECEIVED AT TO PECIFIED MAY RESU In change may be made by mendment, and is received.	amendment;(b) By a es a reference to the s FHE PLACE DESIG ILT IN REJECTIO r telegram or letter, p	acknowledging receipt of solicitation and amendm GNATED FOR THE FON OF YOUR OFFER. Brovided each telegram	of this amendment on each ent numbers. RECEIPT OF If by virtue of this amendment		
13. THIS ITEM APPLIES ONLY ITEM 14.			DERS, IT MODIFIES	S THE CONTRACT/OR	DER NO. AS DESCRIBED IN		
A. THIS CHANGE ORDE CONTRACT ORDER	ER IS ISSUED PURSU NO. IN ITEM 10A.	JANT TO: (Specify authorit	y) THE CHANGES SE	ET FORTII IN ITEM 14 AI	RE MADE IN THE		
B. THE ABOVE NUMBE office, appropriation de		RDER IS MODIFIED TO R IN ITEM 14, PURSUANT			(such as changes in paying		
C. THIS SUPPLEMENTA	L AGREEMENT IS	ENTERED INTO PURSUAL	NT TO AUTHORITY	OF:			
x D. OTHER (Specify type of				nment's Obligation (Apr 20	14)		
E. IMPORTANT: Contractor [] is no 14. DESCRIPTION OF AMENDM				the issuing office.			
		x, Kentucky – Uti Potable Water ee Additional Pages	Utility System				
Except as provided herein, all terms a		ocument referenced in Item					
15A. NAME AND TITLE OF SIG	NER (Type or print)		16A. NAME OF CO	ONTRACTING OFFICE			
15A. NAME AND TITLE OF SIG JIM BRUCE, GENE	NER (Type or print) RAL MANAGI		16A. NAME OF CO CARL SIL	ONTRACTING OFFICE VERSTONE	R		
15A. NAME AND TITLE OF SIG	RAL MANAGI OFFEROR	ER	16A. NAME OF CO CARL SIL 16B. UNITED STA	ONTRACTING OFFICE VERSTONE			

STAND ARD FORM 30 (REV.10-83)
Prescrib of by GRABLIC SERVICE
FAR (48 CFR) 52243 MMISSION
OF KENTUCKY

Modification P00024 SP0600-11-C-8271 Fort Knox, KY

A. The purpose of this modification is to provide funding in the amount of \$1,937,623.05 for July 1, 2015 thru September 30, 2015 under Contract year 4, of which \$738,516.00 is provided (months 42-44 of 600) under SubCLIN 0004AA and \$1,199,107.05 is provided (months 42-44 of 60) under SubCLIN 0055AA;

Change the Contracting Officer cited under Section G.1, Contract Administration Data;

Incorporate the information for the Contracting Officer's Representative cited under Section G.2; (and)

Incorporate DFARS Clause 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) under Section I.5, *Other Clauses*.

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0004AA and 0055AA.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-41 of 600	5	Мо	\$246,172.00	\$1,230,860.00
	ACRN: AH Period of performance: February 1, 2015- June 30, 2015				
0004AB	Month 42-44 of 600	3	Mo	\$246,172.00	\$738,516.00
	ACRN: TBD Period of performance: July 1, 2015- September 30, 2015				
0004AC	Month 45-48 of 600	4	Мо	\$246,172.00	\$984,688.00
	ACRN: TBD Period of performance: October 1, 2015 – January 31, 2016				

TO:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price	
0004AA	Month 37-44 of 600	8	Мо	\$246,172.00	\$1,969,376.00	
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015					
0004AB	Month 45-47 of 600	3	Мо	\$246,172.00	\$738,516.00	
	ACRN: TBD Period of performance: October 1, 2015- December 31, 2015					_
0004AC	Month 48 of 600 ACRN: TBD Period of performance:	1	Мо	\$246,172.00	\$246,172.00	F
	January 1, 2016 – January 31, 2016					

RECEIVED

11/24/2020

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-41 of 60	5	Мо	\$399,702.35	\$1,998,511.75
	ACRN: AH Period of performance: February 1, 2015- June 30, 2015				
0055AB	Months 42-44 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: TBD Period of performance: July 1, 2015- September 30, 2015				
0055AC	Months 45-48 of 60 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Мо	\$399,702.35	\$1,598,809.40

TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-44 of 60	8	Мо	\$399,702.35	\$3,197,618.80
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015				
0055AB	Months 45-47 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: TBD Period of performance: October 1, 2015 – December 31, 2015-				
0055AC	Months 48 of 60 ACRN: TBD Period of performance: January 1, 2016- January 31, 2016	1	Мо	\$399,702.35	\$399,702.35

C. Section G – Contract Administration Data

1. The Contracting Officer cited under Section G.1, Contract Administration Data, is hereby changed:

From:

KENNETH RICHARDSON 8725 John J. Kingman Road

Suite 3725

Fort Belvoir, VA 22060

DSN: 427-9559 (703) 767-9559

E-mail: kenneth.richardson@dla.mil

To:

CARL SILVERSTONE 8725 John J. Kingman Road

STP 10400

Fort Belvoir, VA 22060-6221

DSN: 767-1408 (703) 617-1408

E-mail: carl.silverstone@dla.mil

RECEIVED

11/24/2020

Modification P00024 SP0600-11-C-8271 Fort Knox, KY

2. The Contracting Officer's Representative cited under Section G.2, is hereby changed to:

Kevin Addison IMCOM Atlantic, USARMY 125 6th Ave, STE 320 Bldg 1110, Room 311 Fort Knox, KY 40121 DSN:

(504) 624-5436

E-mail: kevin.n.addison2.civ@mail.mil

3. As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AH is hereby increased in the amount of \$1,937,623.05. Funds are provided under the Direct Cite MIPR Number MIPR10603343 as follows:

MIPR10603343 dated October 08, 2014	Basic	\$1,291,748.70
MIPR10603343 dated November 07, 2014	Amend 0001	\$645,874.35
MIPR10603343 dated February 02, 2015	Amend 0002	\$1,937,623.05
MIPR10603343 dated March 03, 2015	Amend 0003	\$1,937,623.05
MIPR10603343 dated May 29, 2015	Amend 0004	\$1,937,623.05
	Total	\$7,750,492.20
Funding Breakdown		
	CLIN 0003 (sub-CLIN 0003AC)	\$984,688.00
	CLIN 0004 (sub CLIN 0004AA)	\$1,969,376.00
	CLIN 0054 (sub-CLIN 0054AC)	\$1,598,809.40
	CLIN 0055 (sub-CLIN 0055AA)	\$3,197,618.80
Total Funding for ACRN AH		\$7,750,492.20

D. Incorporate DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) into Section I.5, Other Clauses

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001</u> to <u>0057</u> are incrementally funded. For these items, the sum of \$30,498,431.86 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best juc gment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually

agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- **E.** The total amount obligated is increased by \$1,937,623.05 from: \$28,560,808.81 to \$30,498,431.86.
- **F.** The total value of the contract remains unchanged at \$250,701,429.46.
- **G.** All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K Page 1 of 5							
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE See E	VE DATE Block 16C	REQUISITION/	PURO N/A	CHASE REQ. NO.	5. PROJE			le)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE						
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol:Marlene Amedome/DLA Ener PHONE: (703) 617-1439 E-MAIL: marlene.a	gy-FEEBB	il P.P. 8.2							
8. NAME AND ADDRESS OF CONTRACTO	OR (NO., street	city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLIC	ITATION	NO.	\neg
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE I	TEM II)			\exists
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext, 208 Fax: (270) 352-3055				х	10a. MODIFICATI NO. SP0600-1		NTRACT/	ORDER	
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE . 30 Se	ITEM 13) ptember 2011			
	THIS ITEM O	NLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS				
methods: (a) By completing Items 8 and 15 copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation	ate letter or tel MENT TO BI DATE SPEC itted, such cha and this amend	egram which include E RECEIVED AT I IFIED MAY RESU nge may be made by dment, and is receive	s a reference to the THE PLACE DES LT IN REJECTION telegram or letter	e soli SIGN ON (icitation and amendr IATED FOR THE OF YOUR OFFER vided each telegram	ment numbe RECEIPT I. If by virtu	ors. OF		ent
12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE			NEDS IT MONIEI	гет	HE CONTRACT/OR	DED NO A	S DESCD	IDED IN	-
ITEM 14.								IBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		Γ TO: (Specify authorit	y) THE CHANGES	SET I	FORTH IN ITEM 14 A	ARE MADE	N THE		
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S						S (such as che	anges in po	aying	
x C. THIS SUPPLEMENTAL AGREE	MENT IS ENTE	ERED INTO PURSUAI	NT TO AUTHORIT	Y OF	: FAR 43.103(a), Mut	ual Agreemer	nt between	both Partic	es
D. OTHER (Specify type of modifical				- 41	00				
E. IMPORTANT: Contractor [] is not, [X] is					issuing office. olicitation/contract sui	bject matter w	vhere feasi	ble.)	
Fo		Kentucky – Uti Potable Water	Utility Syste	m					
	See A	Additional Pages	s for Further I	Deta	ils.				
Except as provided herein, all terms and condition	ons of the docum	nent referenced in Item	9A or 10A, as hereto	ofore o	changed, remains unch	anged and in	full force a	and effect.	
15A. NAME AND TITLE OF SIGNER (Typ JIM BRUCE, GENERAL M	ANAGER				TRACTING OFFICE ERSTONE	ER			
15B, NAME OF CONTRACTOR/OFFEROR		15C,DATE SIGNED	16B. UNITED ST	ATE	S OF AMERICA		16C. DAT	E SIGNED	
BY Manual Surginary Surginary Person authorized to sign	1)	3-SEP-15	BY	re of	Contracting Officer)	RE	C _p E ₀	3, 361	<u> </u>
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			li,			Al (DARD FO		€ 0 20-83	,)

FAR 48 CFIPISIBLIC SERVICE COMMISSION OF KENTUCKY

Modification P00025 SP0600-11-C-8271 Fort Knox, KY

A. The purpose of this modification is to incorporate DFARS Clause 252.204-7012 Safeguarding Unclassified Controlled Technical Information (NOV 2013) under Section I.5, *Other Clauses*.

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

- (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.
- "Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).
- "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 information system" means an information system belonging to, or operated by or for, the Contractor.
- "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 is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.
- "Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.
- "Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- "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 information is recorded, stored, or printed within an information system.
- "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-Non Commercial 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) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
 - (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—
 - (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SI 800-53 security controls identified in the following table; or
 - (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

 11/24/2020
 - (A) The required security control identified in the following rable is not applicable; or COMMISSION
 - (B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		Physical and Environmental Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	Configuration Management	IR-5		SC-28
AC-19	CM-2	IR-6	Program Management	
AC-20(1)	CM-6		PM-10	System & Information Integrity
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3
		MA-5	RA-5	SI-4
Awareness & Training	Contingency Planning	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity RECEIVED

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

PUBLIC SERVICE

COMMISSION OF KENTUCKY

- (1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (http://dibnet.dod.mil/) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:
 - (i) Data Universal Numbering System (DUNS).
 - (ii) Contract numbers affected unless all contracts by the company are affected.
 - (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
 - (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
 - (v) Contracting Officer point of contact (address, position, telephone, email).
 - (vi) Contract clearance level.
 - (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
 - (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
 - (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the repondent contractor shall—
 - (i) Conduct further review of its unclassified network for evidence of confor/24/2020 ting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information PLICHT at the compromise, as well as other information systems on the network that the compromise;

 OF KENTUCKY

- (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
- (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.
- (e) *Protection of reported information*. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.
- (g) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

B. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. C			1. CONTRACT ID CODE K Page 1 of 4			
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECT See	FIVE DATE Block 16C	4. REQUISITION/	PURCHASE REQ. N/A	NO. 5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	SP0600	7. ADMINISTEI	RED BY (If other the	an Item 6) CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 1040 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.a	rgy-FEEBB	mil P.P. 8.2				
8. NAME AND ADDRESS OF CONTRACTO	OR (NO., stree	et city, county, State ,and	ZIP Code)	9a. AMEND	MENT OF SOLICITATION NO.	
Hardin County Water District No. 1 1400 Rogersville Road				9b. DATED	(SEE ITEM 11)	
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055					TICATION OF CONTRACT/ORDER 0600-11-C-8271	
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATE I	O (SEE ITEM 13) 30 September 2011	
		ONLY APPLIES TO A	MENDMENTS OF	SOLICITATIONS		
[]The above numbered solicitation is amount the hour and date specified for receipt of COffers must acknowledge receipt of this and methods: (a) By completing Items 8 and 15 copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation	Offers [] is enendment prior, and returning the letter or to the ment TO F DATE SPECE itted, such characteristics.	extended, [] is not ext or to the hour and dat or copy of the elegram which includ BE RECEIVED AT CIFIED MAY RESU nange may be made by	e specified in the so e amendment;(b) B es a reference to the THE PLACE DES JLT IN REJECTI y telegram or letter,	y acknowledging resolicitation and a signated FOR FOR ON OF YOUR Of provided each telegations.	receipt of this amendment on each amendment numbers. THE RECEIPT OF OFFER. If by virtue of this amendment egram	
12. ACCOUNTING AND APPROPRIATION						
13. THIS ITEM APPLIES ONLY TO MODI ITEM 14.	FICATIONS	OF CONTRACTS/OR	DERS, IT MODIFI	ES THE CONTRA	.CT/ORDER NO. AS DESCRIBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES	SET FORTH IN ITE	M 14 ARE MADE IN THE	
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI					ANGES (such as changes in paying	
C. THIS SUPPLEMENTAL AGREE	MENT IS ENT	ΓERED INTO PURSUA	NT TO AUTHORIT	Y OF:		
X D. OTHER (Specify type of modificat					Government's Obligation (Apr 2014)	
E. IMPORTANT: Contractor [X] is not, [] is rot. 14. DESCRIPTION OF AMENDMENT/MOI				the issuing office.	ract subject matter whore feasible	
	ort Knox,	Kentucky – Ut Potable Water Additional Page	ility Privatiza Utility Syste	ition Contrac m		
Except as provided herein, all terms and condition	ons of the docu	ment referenced in Item	9A or 10A, as hereto	fore changed, remain	as unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Typ	e or print)			CONTRACTING CILVERSTONE	• • • • • • • • • • • • • • • • • • •	
15B. NAME OF CONTRACTOR/OFFEROR	1	15C.DATE SIGNED	16B. UNITED ST	CATES OF AMERI	CA CA LOCATE G TED	
BY			BY		11/24/2020 15	
(Signature of person authorized to sign	1)			re of Contracting Of	ficer)	
NSN 7540-01-152-8070			1		STANDARD FORM 30 (REV. 10-83)	

STANDARD FORM 30 TREV.10-83)
Prescribed by GSAMMISSION
FAIR (48 CFIO 52 KENTUCKY

Modification P00026 SP0600-11-C-8271 Fort Knox, KY

- **A.** The purpose of this modification is to provide funding in the amount of \$1,937,623.05 for October 1, 2015 thru December 31, 2015 under Contract Year 4, of which \$738,516.00 is provided (months 45-47 of 600) under SubCLIN 0004AB and \$1,199,107.05 is provided (months 45-47 of 60) under SubCLIN 0055AB.
- **B.** Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0004AB and 0055AB.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-44 of 600	8	Mo	\$246,172.00	\$1,969,376.00
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015				
0004AB	Month 45-47 of 600	3	Мо	\$246,172.00	\$738,516.00
	ACRN: TBD Period of performance: October 1, 2015- December 31, 2015				
0004AC	Month 48 of 600	1	Mo	\$246,172.00	\$246,172.00
	ACRN: TBD Period of performance: January 1, 2016 – January 31, 2016				

TO:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-44 of 600	8	Мо	\$246,172.00	\$1,969,376.00
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015				
0004AB	Month 45-47 of 600	3	Мо	\$246,172.00	\$738,516.00
	ACRN: AJ Period of performance: October 1, 2015- December 31, 2015				
0004AC	Month 48 of 600	1	Mo	\$246,172.00	\$246,172.00
	ACRN: TBD Period of performance: January 1, 2016 – January 31, 2016				



11/24/2020

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-44 of 60	8	Мо	\$399,702.35	\$3,197,618.80
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015				
0055AB	Months 45-47 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: TBD Period of performance: October 1, 2015 – December 31, 2015-				
0055AC	Months 48 of 60	1	Мо	\$399,702.35	\$399,702.35
	ACRN: TBD Period of performance: January 1, 2016- January 31, 2016				

TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-44 of 60	8	Мо	\$399,702.35	\$3,197,618.80
	ACRN: AH Period of performance: February 1, 2015- September 30, 2015				
0055AB	Months 45-47 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: AJ Period of performance: October 1, 2015 – December 31, 2015-				
0055AC	Months 48 of 60	1	Мо	\$399,702.35	\$399,702.35
	ACRN: TBD Period of performance: January 1, 2016- January 31, 2016				



11/24/2020

C. As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AJ is hereby established in the amount of \$1,937,623.05. Funds are provided under the Direct Cite MIPR Number MIPR10776114 as follows:

ACR	N AJ 02120162016 2020000 A2ABH 131079QDPW 2334	4 0010776114 S.0005431.31.504.2 02100	1
	MIPR10776114 dated October 13, 2015	Basic	\$1,937,623.05
		Total	\$1,937,623.05
	Funding Breakdown		
		CLIN 0004 (sub CLIN 0004AB)	\$738,516.00
		CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.05
	Total Funding for ACRN AJ		\$1,937,623.05

- **D.** The total amount obligated is increased by \$1,937,623.05 from: \$30,498,431.86 to \$32,436,054.91.
- **E.** The total value of the contract remains unchanged at \$250,701,429.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODI	1. CONTRACT ID CODE K Page 1 of 9						
2. AMENDMENT/MODIFICATION NO. P00027	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) N/A						
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104	CODE SP0600	7. ADMINISTERED	BY (If other than Item	6) CODE			
FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.s							
8, NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State ,and .	ZIP Code)	9a. AMENDMENT	OF SOLICITATION NO.			
Hardin County Water District No. 1 1400 Rogersville Road			9b. DATED (SEE IT	EM 11)			
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055		х		ON OF CONTRACT/ORDER 1-C-8271			
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			10b. DATED (SEE I. 30 Sep	TEM 13) tember 2011			
11. []The above numbered solicitation is am	THIS ITEM ONLY APPLIES TO A	MENDMENTS OF SO	LICITATIONS				
The hour and date specified for receipt of Offers must acknowledge receipt of this armethods: (a) By completing Items 8 and 1: copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation	nendment prior to the hour and date 5, and returning copy of the rate letter or telegram which include MENT TO BE RECEIVED AT T DATE SPECIFIED MAY RESU itted, such change may be made by	specified in the solici amendment;(b) By ac s a reference to the so THE PLACE DESIG LT IN REJECTION telegram or letter, pro	cknowledging receipt of dicitation and amendment of the NATED FOR THE IT OF YOUR OFFER. Ovided each telegram	of this amendment on each ment numbers. RECEIPT OF If by virtue of this amendment			
12, ACCOUNTING AND APPROPRIATION	N DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MOD ITEM 14.	IFICATIONS OF CONTRACTS/ORI	DERS, IT MODIFIES	THE CONTRACT/OR	DER NO. AS DESCRIBED IN			
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO, IN IT	JED PURSUANT TO: (Specify authority EM 10A.	v) THE CHANGES SET	FORTH IN ITEM 14 A	RE MADE IN THE			
	ITRACT/ORDER IS MODIFIED TO R ET FORTH IN ITEM 14, PURSUANT			(such as changes in paying			
	EMENT IS ENTERED INTO PURSUAN	THE COURSE OF THE PERSON OF TH					
	tion and authority) DFARS 252.232-700 vice for Regulated Services (Feb 1995)	77 Limitation of Government	ment's Obligation (Apr 2	014) and FAR 52,241-7 Change in			
E. IMPORTANT: Contractor [] is not, [X] is			he issuing office.	iect matter where feasible)			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System							
	See Additional Page	s for Further Det	tails				
Except as provided herein, all terms and conditi	ons of the document referenced in Item 9	9A or 10A, as heretofore	changed, remains uncha	anged and in full force and effect,			
15A. NAME AND TITLE OF SIGNER (Typ. JIM BRUCE, GENERAL M.			NTRACTING OFFICE SILVERSTONE	CR			
15B. NAME OF CONTRACTOR/OFFEROR		16B. UNITED STAT	ES OF AMERICA	REGATESIGNEE			
BY Signature of person authorized to sig	14-JAV-2016	BY(Signature o	f Contracting Officer)	11/24/2026			
NSN 7540-01 152-8070		•	STA	ANDARDHORM 20 REY WISE			

PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) & AMMISSION OF KENTUCKY

- A. The purpose of this modification is to revise Section B.3 Schedule, to provide funding for the month of January 2016 in contract year 4 and February 2016 in contract year 5. Also, in Section B.4, Monthly Utility Service Charge Schedule 1, Contract Year 5 is revised to decrease the annual utility service charge from \$3,125,064.00 to \$2,954,064.00. In Section I.5, Other Clauses, DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014) is updated to include the above funding.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:
 - (1) Add one (1) month of funding (month 48 of 600) to SubCLIN 0004AC (ACRN AJ)
 - (2) Add one (1) month of funding (month 48 of 60) to SubCLIN 0055AC (ACRN AJ)
 - (3) Establish Year 5 SubCLINs 0005AA and 0056AA, ACRN AK, to fund (month 49 of 600) under CLINs 0005 and 0056
 - (4) Establish SubCLINs 0005AB (months 50-55 of 600) and 0005AC (months 56-60 of 600)
 - (5) Establish SubCLINs 0056AB (months 50-55 of 60) and 0056AC (months 56-60 of 60)
 - (6) B.4. Schedule is hereby modified to reflect a -\$14,250.00 monthly decrease to the monthly service charge for Contract Year 5.

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004AC is hereby revised as follows:

FROM:

0004AC	Month 48 of 600	1	Мо	\$246,172.00	\$246,172.00
	ACRN: TBD Period of performance: January 1, 2016- January 31, 2016				

TO:

0004AC	Month 48 of 600	1	Мо	\$246,172.00	\$246,172.00
	ACRN: AJ Period of performance: January 1, 2016-				
	January 31, 2016				

CLIN 0005 is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AA	Months 49-60 of 60	12	Мо	\$246,172.00	\$2,954,064.00
	ACRN: TBD				
	Period of performance:				
	February 1, 2016-				
	January 31, 2017				

RECEIVED

11/24/2020

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AA	Month 49 of 60	1	Мо	\$246,172.00	\$ 246,172.00
	ACRN: AK Period of performance: February 1, 2016- February 29, 2016				
0005AB	Months 50-55 of 60	6	Мо	\$246,172.00	\$1,477,032.00
	ACRN: TBD Period of performance: March 1, 2016- August 31, 2016				
0005AC	Months 56-60 of 60 ACRN: TBD Period of performance: September 1, 2016- January 31, 2017	5	Мо	\$246,172.00	\$1,230,860.00

CLIN 0055AC is hereby revised as follows:

FROM:

0055AC	Months 48 0f 60	1	Мо	\$399,702.35	\$1,199,107.05
	ACRN: TBD Period of performance:				
	January 1, 2016-				
	January 31, 2016				

TO:

0055AC	Month 48 of 60	1	Мо	\$399,702.35	\$399,702.35
	ACRN: AJ Period of performance: January 1, 2016- January 31, 2016				

CLIN 0056 is hereby revised as follows:

FROM:

0056	ISDC Surcharge Yr. 5	Qty	Unit	Unit Price	Total Price
0056AA	Months 49-60 of 60	12	Мо	\$399,702.35	\$4,796,428.20
	ACRN: TBD				
	Period of performance:				
	February 1, 2016-				
	January 31, 2017				IK I

RECEIVED

11/24/2020

TO:

0056	ISDC Surcharge Yr. 5	Qty	Unit	Unit Price	Total Price
0056AA	Month 49 of 60	1	Мо	\$399,702.35	\$ 399,702.35
	ACRN: AK Period of performance: February 1, 2016- February 29, 2016				
0056AB	Months 50-55 of 60	6	Мо	\$399,702.35	\$2,398,214.10
	ACRN: TBD Period of performance: March 1, 2016- August 31, 2016				
0056AC	Months 56-60 of 60 ACRN: TBD Period of performance: September 1, 2016- January 31, 2017	5	Мо	\$399,702.35	\$1,998,511.75



11/24/2020

C. B.4 Monthly Utility Service Charge – Schedule 1

The B.4 schedule is revised as follows for Contract Year 5:

FROM:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00	•	,	\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00			\$335,258.00	\$4,023,096.00	
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	
26	\$365,686.00			\$365,686.00	\$4,388,232.00	
27	\$372,095.00			\$372,095.00	\$4,465,140.00	
28	\$378,616.00			\$378,616.00	\$4,543,392.00	
29	\$385,252.00			\$385,252.00	\$4,623,024.00	
30	\$392,005.00			\$392,005.00	\$4,704,060.00	
31	\$398,875.00			\$398,875.00	\$4,786,500.00	
32	\$405,866.00			\$405,866.00	\$4,780,300.00	
33	\$405,866.00			\$405,866.00	\$4,870,392.00 \$4,955,760.00	
33 34	\$412,980.00 \$420,218.00				\$5,042,616.00	
				\$420,218.00 \$427.583.00		
35 36	\$427,583.00 \$435.077.00			\$427,583.00 \$435.077.00	\$5,130,996. \$5,220,924 REC	E١١
36	\$435,077.00			\$435,077.00 \$443.703.00	Φ5,220,524.00 Φ5,242,420,00	
37	\$442,703.00			\$442,703.00		24/20
38	\$450,462.00			\$450,462.00	\$5,405,544.00 \$5,500,284.00 PUBLI	C SEP
39	\$458,357.00			\$458,357.00	COM	MISSI
40	\$466,390.00 \$474,565.00			\$466,390.00 \$474,565.00	33.330.000.UU	ENTU

42	\$482,882.00	\$482,882.00	\$5,794,584.00
43	\$491,346.00	\$491,346.00	\$5,896,152.00
44	\$499,957.00	\$499,957.00	\$5,999,484.00
45	\$508,720.00	\$508,720.00	\$6,104,640.00
46	\$517,636.00	\$517,636.00	\$6,211,632.00
47	\$526,709.00	\$526,709.00	\$6,320,508.00
48	\$535,940.00	\$535,940.00	\$6,431,280.00
49	\$545,334.00	\$545,334.00	\$6,544,008.00
50	\$554,892.00	\$554,892.00	\$6,658,704.00

TO:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	_
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00			\$335,258.00	\$4,023,096.00	
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	
26	\$365,686.00			\$365,686.00	\$4,388,232.00	
27	\$372,095.00			\$372,095.00	\$4,465,140.0 <mark>)</mark>	
28	\$378,616.00			\$378,616.00	\$4,543,392.0	ECEIVED
29	\$385,252.00			\$385,252.00	\$4,623,024.0 <mark>)</mark>	
30	\$392,005.00			\$392,005.00	\$4,704,060.0 <mark>)</mark>	11/24/2020
31	\$398,875.00			\$398,875.00	\$4,786,500.0 <mark>)</mark>	NUDLIO SEDVICE
32	\$405,866.00			\$405,866.00	\$4,870,392.0 <mark>)</mark>	PUBLIC SERVICE COMMISSION
33	\$412,980.00			\$412,980.00	\$4,955,760.0 <mark>)</mark>	OF KENTUCKY
34	\$420,218.00			\$420,218.00	\$5,042,616.0)	2.2.1.

35	\$427,583.00	\$427,583.00	\$5,130,996.00
36	\$435,077.00	\$435,077.00	\$5,220,924.00
37	\$442,703.00	\$442,703.00	\$5,312,436.00
38	\$450,462.00	\$450,462.00	\$5,405,544.00
39	\$458,357.00	\$458,357.00	\$5,500,284.00
40	\$466,390.00	\$466,390.00	\$5,596,680.00
41	\$474,565.00	\$474,565.00	\$5,694,780.00
42	\$482,882.00	\$482,882.00	\$5,794,584.00
43	\$491,346.00	\$491,346.00	\$5,896,152.00
44	\$499,957.00	\$499,957.00	\$5,999,484.00
45	\$508,720.00	\$508,720.00	\$6,104,640.00
46	\$517,636.00	\$517,636.00	\$6,211,632.00
47	\$526,709.00	\$526,709.00	\$6,320,508.00
48	\$535,940.00	\$535,940.00	\$6,431,280.00
49	\$545,334.00	\$545,334.00	\$6,544,008.00
50	\$554,892.00	\$554,892.00	\$6,658,704.00

D. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.6 is revised as follows:

G.6 Accounting and Appropriation Data

ACRN AJ is hereby increased in the amount of \$645,874.35. Funds are provided under the Direct Cite MIPR10776114 Amendment 0001. A funding breakdown of ACRN AJ is provided below:

ACRN AJ 02120162016 2020000 A2ABH 131079QDPW 2	334 0010776114 S.0005431.31.504.2 021	001 \$2,583,497.40
MIPR10776114 dated October 13, 2015	Basic	\$1,937,623.05
MIPR10776114 dated December 22, 2015	(Amd.1)	\$645,874.35
	Total	\$2,583,497.40
Funding Breakdown		
P00026	On CLIN 0004 (sub CLIN 0004AB)	\$738,516.00
P00026	On CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.05
P00027	On CLIN 0004 (sub CLIN 0004AC)	\$246,172.00
P00027	On CLIN 0055 (sub-CLIN 0055AC)	\$399,702.35
Total Funding for ACRN AJ		\$2,583,497.40

ACRN **AK** is hereby established in the amount of \$645,874.35. Funds are provided under the Direct Cite Basic MIPR10807852. A funding breakdown of ACRN AK is provided below:

AC	CRN AK 02120162016 2020000 A2ABH 131079QDPW 2	334 0010807852 S.0005431.31.504.2 02	21001	\$645,874.35
	MIPR10807852 dated January 05, 2016	Basic	П	
		Total		\$645,874.35
	Funding Breakdown			11/24/2020
	P00027	On CLIN 0005 (sub CLIN 0005AA)		PUBLIC SERVICE00
	P00027	On CLIN 0056 (sub-CLIN 0056AA)		COMMISSION 2.35
	Total Funding for ACRN AK			\$645,874.35

E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$33,727,803.61 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is of revuse prohibite 1 vider 3 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

- F. The total amount obligated is increased by \$1,291,748.70 from: \$32,436,054.91 to \$33,727,803.61.
- G. The total value of the contract is decreased by -\$171,000.00 from \$250,701,429.46 to \$250,530,429.46.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K Page 1 of 45				Page 1 of 45
2. AMI	2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE See Block 16C 4.			4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)			
6. ISSU	ED BY ENERGY – UTILITY SERVICES	CODE SP0600	7. ADMINISTEI	RED	BY (If other than Item	6) C	CODE
8725 FOR Buyer	JOHN J. KINGMAN ROAD, STP 1040 F BELVOIR, VA 22060-6222 r/Symbol: Daonna Young/DLA Energy- NE: (703) 617-1425 E-MAIL: daonna.yc	FEEAA					
8. NAM	IE AND ADDRESS OF CONTRACTO	OR (NO., street city, county, State ,ar	nd ZIP Code)		9a. AMENDMENT	OF SOLICIT	FATION NO.
1400	in County Water District No. 1 Rogersville Road				9b. DATED (SEE IT		
Phon	liff, KY 40160-9343 e: (270) 351-3222 ext. 208 (270) 352-3055			x	NO. SP0600-1		TRACT/ORDER
DUN	: Jim Bruce, General Manager IS # 130402811 E #316V9				10b. DATED (SEE I. 30 Sep	TEM 13) tember 2011	
	11. above numbered solicitation is ame	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF	SOL	ICITATIONS		
Offers in method copy of FAILU OFFEI you des	The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACC	COUNTING AND APPROPRIATION	DATA (If required)					
13. TH	IS ITEM APPLIES ONLY TO MODI 4.	IFICATIONS OF CONTRACTS/O	RDERS, IT MODIFI	ES T	HE CONTRACT/OR	DER NO. AS	DESCRIBED IN
	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		rity) THE CHANGES	SET I	FORTH IN ITEM 14 A	RE MADE IN	THE
	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI	TRACT/ORDER IS MODIFIED TO ET FORTH IN ITEM 14, PURSUAN				(such as char	nges in paying
X	C. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED INTO PURSU	ANT TO AUTHORIT	Y OF	: FAR 52.243-1 ALT 1	ChangesFi	xed Price
	D. OTHER (Specify type of modificat						
	ORTANT: Contractor [] is not, [X] is						0 11)
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System							
See Additional Pages for Further Details.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
	AME AND TITLE OF SIGNER (<i>Type</i> IM BRUCE, GENERAL M				TRACTING OFFICE ILVERSTONE	R	
15B. NA	ME OF CONTRACTOR/OFFEROR White the state of	24-FEB-2016	D1		S OF AMERICA Contracting Officer)	RE	16C. ATTESQUEE 2/24/20120
NSN 154	0-01-152-8070	- A	1			DARDPIO	BM® BERWEE

PREVIOUS EDITION UNUSABLE

Prescribed by G&OMMISSION FAR (48 CFR) 52.243 OF KENTUCKY

OF KENTUCKY

- A. The purpose of this modification is to revise the B.3 Schedule, to provide funding for the months of March 2016 through September 2016 in contract year 5, update Section I.5, Other Clauses, DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014), and modify Attachment JA1.2.1.1 to reflect the new parameters for fluoride levels in finished drinking water at no additional cost to the government. The new fluoride parameters are 0.6 parts per million (ppm) to 1.2 ppm, with an optimal concentration of 0.7 ppm.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 as follows:
 - (1) Add seven (7) months of funding (month 50 and 56 of 600) to SubCLIN 0005AB (ACRN AK)
 - (2) Add seven (7) months of funding (month 50 and 56 of 60) to SubCLIN 0056 AB (ACRN AK)

B.3 Schedule

Utility Service Payment by the Government

CLIN 0005 is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AA	Month 49 of of 60	1	Мо	\$246,172.00	\$246,172.00
	ACRN: AK Period of performance: February 1, 2016- February 29, 2016				
0005AB	Month 50-55 of 60	6	Мо	\$246,172.00	\$1,477,032.00
	ACRN: TBD Period of performance: March 1, 2016- August 31, 2016				
0005AC	Month 56-60 of 60 ACRN: TBD Period of performance: September 1, 2016- January 31, 2017	5	Мо	\$246,172.00	\$1,230,860.00

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price		
0005AA	Month 49 of of 60	1	Мо	\$246,172.00	\$246,172.00		
	ACRN: AK Period of performance: February 1, 2016- February 29, 2016						
0005AB	Month 50-56 of 60	7	Мо	\$246,172.00	\$1,723,204.00		
	ACRN: AK Period of performance: March 1, 2016- September 30, 2016						
0005AC	Month 57-60 of 60	4	Мо	\$246,172.00	\$984,688.00		
	ACRN: TBD Period of performance: October 1, 2016-					RECEI \	/EC
	January 31, 2017					11/24/202	20
						PUBLIC SER\	

CLIN 00056 is hereby revised as follows:

FROM:

0056	ISDC Surcharge Yr. 5	Qty	Unit	Unit Price	Total Price
0056AA	Months 49 of 60	1	Mo	\$399,702.35	\$ 399,702.35
	ACRN: AK Period of performance: February 1, 2016- April 30, 2016				
0056AB	Months 50-55 of 60	6	Мо	\$399,702.35	\$2,398,214.10
	ACRN: TBD Period of performance: March 1, 2016- August 31, 2016				
0056AC	Months 56-60 of 60 ACRN: TBD	5	Мо	\$399,702.35	\$ 1,998,511.75
	Period of performance:				
	September 1, 2016-				
	January 31, 2017				

TO:

0056	ISDC Surcharge Yr. 5	Qty	Unit	Unit Price	Total Price
0056AA	Months 49 of 60	1	Мо	\$399,702.35	\$ 399,702.35
	ACRN: AK Period of performance: February 1, 2016- April 30, 2016				
0056AB	Months 50-56 of 60	7	Мо	\$399,702.35	\$2,797,916.45
	ACRN: AK Period of performance: March 1, 2016- September 30, 2016				
0056AC	Months 57-60 of 60	4	Мо	\$399,702.35	\$ 1,598,809.40
	ACRN: TBD Period of performance: October 1, 2016- January 31, 2017				



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Modification P00028 SP0600-11-C-8271 Fort Knox, KY

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.6 Accounting and Appropriation Data

ACRN AK is hereby increased in the amount of \$4,521,120.45. Funds are provided under the Direct Cite Basic MIPR10807852. A funding breakdown of ACRN AK is provided below:

ACRN AK 02120162016 2020000 A2ABH 131079QDPW 2	334 0010807852 S.0005431.31.504.2 02	1001 \$645,874.35
MIPR10807852 dated January 05, 2016	Basic	\$645,874.35
MIPR10807852 Amend 01 dated February 05, 2016	Amendment 01	\$4,521,120.45
	Total	\$5,166,994.80
Funding Breakdown		
P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
P00028	On CLIN 0005 (sub CLIN 0005AB)	\$1,723,204.00
P00028	On CLIN 0056 (sub CLIN 0056AB)	\$2,797,916.45
Total Funding for ACRN AK		\$5,166,994.80

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$38,248,924.06 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any needed to continue performance of applicable line items up to the next scheduled date for allotment of funding, if any paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause of otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which the Contraction of the contrac

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$4,521,120.45 from: \$33,727,803.61 to \$38,248,924.06.
- F. The total value of the contract remains the unchanged at \$250,530,429.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

ATTACHMENT JA1

Fort Knox Potable Water Utility System

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JA1 Fort Knox Potable Water Utility System

JA1.1 Fort Knox Overview

The U.S. Army Garrison at Fort Knox is located roughly 36 miles southwest of Louisville and 14 miles northwest of Elizabethtown, Kentucky. The Army's main cantonment and range areas cover over 109,000 acres spread across Hardin, Bullitt and Nelson counties. The Federal government acquired the initial portion of the Installation in 1903 for the purpose of conducting Army maneuvers. Named for Major General Henry Knox, the first Secretary of War, Camp Knox was established in 1918 as an artillery training center to provide military training to personnel in response to the US involvement in World War I. Camp Knox was later designated Fort Knox in 1933.

In 1936 the U.S. Treasury Department began construction of the U.S. Bullion Depository and the Gold Vault opened in January 1937. During World War II, the U.S. Bullion Depository continued to operate at Fort Knox, receiving more and more shipments of the country's gold reserves. The Gold Vault was also used to store and to safeguard the English crown jewels and the Magna Carta, along with the gold reserves of several of the countries of occupied Europe. In December 1941, the Gold Vault also received the original documents of the Constitution, the Bill of Rights, and the Declaration of Independence for safekeeping. These historic documents left Fort Knox on Oct 1, 1944, and were returned to Washington DC for public display.

The Army created its first armored force at Fort Knox in 1940 and as a result the Installation is often referred to as "the Home of Armor". During World War II, four combat armored divisions were trained at Installation. Since first established in 1918, Fort Knox has played a key role in the development of military tactics, doctrine, and equipment, and has been an integral part of the training establishment for the active Army and Army Reserve.

Today, the Armor Center and School is the largest organization on Fort Knox and performs the mission of training all armor Soldiers and Marines. The Army Recruiting Command headquarters conducts the mission of bringing men and women into the U.S. Army. Additionally, the Eastern Region of the ROTC is headquartered at Fort Knox. The Army Accessions Command has personnel on post and will relocate the headquarters here as a result of the BRAC decisions of 2005. Units located on Fort Knox are considered "Partners in Excellence" and include active duty Army organizations, Army Reserve, National Guard and the U.S. Marine Corps.

According to current information published by Fort Knox (http://www.knox.army.mil/), the Installation supports a total population of over 23,000 Soldiers, family members and civilians.

JA1.1.1 Army Family Housing

Fort Knox recently privatized the Army Family Housing on Post to Knox Hills, a partnership between Fort Knox and Actus Lend Lease. This Residential Community Initiative (RCI) transfers ownership and maintenance responsibility of all of the housing units to a private contractor. Under this RCI agreement, Knox Hills will also remodel, renovate, demolish some structures and build new units in multiple phases over the initial years of the 50-year contract term. It should be pointed out that this RCI initiative does not involve the transfer of land nor does it include the transfer process.

the existing potable water utility system components within the housing areas. The existing distribution system components in the housing areas which have not been renovated have been retained by the Government and are, therefore, included as part of this UP action. The ownership of the new potable water utility system components in the housing areas will be transferred from Knox Hills to Fort Knox for ownership, operation and maintenance and will also be part of the utility privatization action. It is important to note that the RCI process will result in some reconfiguration of the remaining housing areas with resultant changes in the utility systems serving those neighborhoods. The utility system owner should expect to be very much involved in these future changes.

JA1.2 Potable Water Utility System Description

JA1.2.1 Potable Water Utility System Fixed Equipment Inventory

Fort Knox's potable water utility system consists of all appurtenances physically connected to the system from the point in which the Government ownership currently starts to the point of demarcation defined by the real estate instruments. Generally, the point of demarcation will be the building footprint. The system may include, but is not limited to, the raw water wells, the surface water intake structures at the dams, the low lift pump station (LLPS), the water treatment plants (WTP), the clear wells, the high lift pump stations (HLPS), the booster pump station (BPS), the elevated water storage tanks and the distribution lines including raw water and finished water transmission lines and the service laterals. The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the potable water utility system. The Offeror shall base the proposal on site inspections, information in the bidders' library, other pertinent information, and to a lesser degree the following description.

Ownership of the potable water system utility components including, but not limited to, the raw water wells, the surface water intake structures at the dams, the LLPS, the WTP facilities, the clear wells, the HLPSs, the BPS, the elevated water storage tanks and the distribution lines including raw water and finished water transmission lines and the service laterals will be transferred to the Utility Privatization (UP) Contractor. There are currently no plans to transfer any land ownership inside the main cantonment area. An easement will be provided for the land on which the potable water system structures are located (i.e., the pump stations, the water storage tanks, etc.). Fort Knox will retain all its water rights. All structures transferred must comply with the Installation's fire protection and security standards.

Specifically excluded from the potable water utility system privatization package:

- > The Army-owned dams and impoundment structures at McCracken Spring and Otter Creek
- Raw water intake structures which are contained within the dams
- ➤ Golf course / landscaping irrigation systems
- > Swimming pool facilities
- ➤ Wash rack facilities



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The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the potable water utility system. The description and inventory were developed based on the best available data.

The Offeror shall base its proposal on site inspections, information in the technical library, and other pertinent information, as well as the following description and inventory. If after award the Offeror identifies additional inventory not listed in Section JA1.2.1.4, the Offeror may submit to the Contracting Officer a request for an equitable adjustment. If the Offeror determines that the inventory listed in Section JA1.2.1.4 is overstated, the Offeror shall report the extent of the overstatement to the Contracting Officer, in accordance with Section C.11.1, *Due Diligence Adjustment*.

Generally, the Government uses the following useful lives in determining the value of the potable water utility system to be privatized:

Component	Useful Life
Raw water wells – structures	75 Years
Raw water wells – pumps / control systems	25 Years
WTP – Structures	75 years
WTP - Pumps / Control Systems	25 years
Pipe and services	50 years
Meters, main valves and hydrants	25 years
Water storage tanks	75 years
Pump Station – Structure	75 years
Pump Station - Pumps / Control Systems	25 years
SCADA and Cathodic Protection	25 years

JA1.2.1.1 System Description

Fort Knox's potable water utility system includes 13 groundwater wells, two raw water intake structures at the dams, a low-lift pumping station, 48,700 linear feet (LF) (9.2 miles) of raw water line, two WTP facilities, three clear wells, two high lift pump stations, one booster pump station, eight elevated storage tanks, the main cantonment area's potable water distribution system which includes roughly 810,329 LF (153.5 miles) of potable water distribution pipe and the range areas' potable water distribution systems which include roughly 48,397 LF (9.2 miles).

For the purposes of this document, Fort Knox's potable water system has been divided into the following four components: (1) raw water supply sources, (2) the WTP facilities, (3) the main cantonment area's water distribution and storage and (4) the range areas' water distribution systems. The schematic diagram of Fort Knox's potable water utility system is included in the Offeror's Technical Library.

Raw Water Supply Sources

The raw water is taken from four primary sources: the Otter Creek, the McCracken Spring Taylor Army-owned ground water wells and 3 leased ground water wells. The Otter Creek and McCracken Spring facilities, located southwest of the main cantonment area, are the primary 020

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sources of water to the Central WTP. Raw water from the West Point well field located north of the main cantonment area along the Ohio River can also be pumped to the Muldraugh WTP via a 24-inch cast iron line or a 14-inch ductile iron line leased by the Army from Hardin County Water District No. 1 (HCWD No. 1) to the Central WTP. The Army's 13 ground water wells and the 3 leased wells are the primary sources of raw water to the Muldraugh WTP.

A small impoundment and concrete dam structure below the McCracken Spring provides surface water to the Otter Creek pumping station (PS), via a gravity feed 16-inch case iron line. A small impoundment and concrete dam structure on the Otter Creek also provides surface water to the Otter Creek pumping station (Facility No. 9213). The small impoundment and dam structures were constructed in the late 1930s and have been dredged periodically over the subsequent years. The Otter Creek PS pumps the surface water withdrawn from the McCracken Spring and the Otter Creek to the Central WTP. The pumping station includes an intake structure with mechanical screens, pump controls and telemetry, one 1,200 gpm (1.728 MGD) 150 HP, pump and two 2,100 gpm (3.024 MGD) pumps (one pump is 230 HP pump whereas the second pump is 250 HP), and a 550 kilowatt (kW) diesel emergency / standby generator. Originally constructed in 1936, the Otter Creek's mechanical screens, sluice gates, pump controls and telemetry and pumps have been replaced over the years. The 1,200 gpm and 2,100 gpm (230 HP) pumps were installed in 1983 and the other 2,100 gpm pump was installed in 2008.

Although the physical structure of the LLPS appears to be in relatively good condition given its age, the roof, doors and windows of the LLPS are in need of repair or replacement. The back side of the PS near the raw water intake on the Otter Creek is also in need of repair. The raw water lines from McCracken Spring to the Otter Creek PS and from the Otter Creek PS to the Central WTP are over 70 years old and may need to be considered for replacement in the next few years.

The Government's 13 ground water wells and the 3 ground water wells leased by Fort Knox from HCWD No.1 are located in the West Point well field, north of the main cantonment area along the Ohio River, on land either owned by or leased by the Army. The well field is a naturally formed alluvial aquifer bounded by the Ohio River, the Salt River and the inland hills. The raw water wells utilized either vertical turbine pumps on top of the wells or submersible pumps located with the well. 12 wells have pumps rated at 750 gpm (1.080 MGD), 125 HP and one of wells is rated at 500 gpm (0.720 MGD), 75 HP.

Table 1 summarizes the facility numbers, well numbers, locations, dates of original installation and upgrades, well depth, and the rated capacity of the wells in gallons per minute (gpm) and in MGD. The table also includes the relevant information for three raw water wells leased by Fort Knox from Hardin County Water District No. 1 in the West Point well field.

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TABLE 1 Raw Water Wells Potable Water Utility System, Fort Knox, Kentucky

Facility No.	Well	Location	Dates Installed/ Upgraded	Estimated Depth	Rated Capacity (gpm)	Rated Capacity (MGD)
8001	No. 1	West Point Well Field	1998	82 feet	750	1.080
8003	No. 2	West Point Well Field	2004	121 feet	750	1.080
8005	No. 3	West Point Well Field	2004	134 feet	750	1.080
8022	No. 5	West Point Well Field	2002	114 feet	750	1.080
8011	No. 6	West Point Well Field	2000	107 feet	500	0.720
8025	No. 7	West Point Well Field	1970	106 feet	750	1.080
8028	No. 8	West Point Well Field	1998	116 feet	750	1.080
8030	No. 9	West Point Well Field	1998	125 feet	750	1.080
8033	No. 10	West Point Well Field	1999	134 feet	750	1.080
8036	No. 11	West Point Well Field	2000	132 feet	750	1.080
8038	No. 12A	West Point Well Field	1985	113 feet	750	1.080
8001	No. 12B	West Point Well Field	2003	113 feet	750	1.080
8003	No. 13	West Point Well Field	1992		750	1.080
		Total Fort Knox Wells			8,750	12.600
Hardin C	ounty Water	District No. 1 (Leased W	ells)			
	No. 4	West Point Well Field			1,000	1.440
	No. 5	West Point Well Field			1,000	1.440
	No. 6	West Point Well Field			1,000	1.440
		Total Leased Wells			3,000	4.320
		Total Wells			11,750	16.920

Although the wells are routinely cleaned and maintained by Fort Knox, many of the wells are producing raw water with elevated chloride levels. It is believed that the sources of the chloride into the aguifer are from abandoned natural gas and oil wells in the nearby area which were not properly sealed and capped. The raw water from the high chloride wells is brought down to acceptable levels by combining this production with the wells with lower chloride levels. The 24-inch raw water line from the West Point well field to the Muldraugh WTP is over 70 years old and may need to be considered for replacement in the next few years.

The Army has also notified HCWD No. 1 that, if privatization occurs, it intends to terminate the lease of the three wells and the 14-inch raw line upon conveyance of the utility system. Upon termination of the lease, the three wells and 14-inch line will revert back to HCWD No.1. As a result, these system components will not be included in the privatization action.

Water Treatment Facilities

As previously noted, Fort Knox has two WTP facilities: the Central WTP facility and the Muldraugh WTP facility. As the name indicates, the Central WTP is located in the central area of the main cantonment area. The Muldraugh WTP is located on the northwestern side of the Installation, near the town of Muldraugh, Kentucky.

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The Central WTP facility (Facility No. 1205) was initially constructed in 1937, and has been partially upgraded numerous times over the years. The primary source of raw water to the 3.5 MGD Central WTP is the surface water from the Otter Creek and McCracken Spring facilities, located southwest of the main cantonment area. When surface water is not desirable for treatment, the ground water is pumped from the West Point well field to the main cantonment area on to the Central WTP via the leased 14-inch ductile iron line.

The Central WTP facility is a combination water softening and WTP facility. As detailed in the monthly operating reports, the facility continues to produce a good quality finished-water. Although the Central WTP has historically been staffed over 24 hours, the WTP facility is currently only operated roughly 6-12 hours per day. The Central WTP is currently operated to produce finished water with chlorine residual reading in the range of 1.8 to 2.9 TAP, pH reading in the range of 8.4 to 8.8 TAP, hardness reading in the range of 100 to 110 parts per million (ppm) and fluoride in the range of 0.6 to 1.2 ppm, with an optimal concentration of 0.7 ppm. Should the potable water utility system be privatized, the UP Contractor will be required to operate the Central WTP in a manner that the finished water meets these levels.

The plant was originally designed to treat surface water using lime and aluminum sulfate for pH adjustment, coagulation and sedimentation prior to filtration. Today, the treatment process includes aeration, flocculation, sedimentation, filtration and chlorination before the water is pumped into the distribution system. Both pre-chlorination and post-chlorination are used. The filter media (anthracite and sand) within the three mixed media filters was recently replaced in 2008. Reinforced concrete construction was used throughout the plant with liberal use of tile and marble for interior walls and flooring. The building is sound and is an excellent example of art-nouveau architecture.

The sludge from the treatment process at the Central WTP is trucked to sludge lagoons near the landfill on the Installation where the sludge is dried and disposed of in the landfill. If the Fort Knox system is privatized, the sludge from the Central WTP will be trucked off Post by the UP Contractor for complete disposal. The sludge lagoons located at the landfill are not included in this privatization action.

From the mixed media filters, the finished water flows into either the 2.0 million gallon (MG) clear well or the 500,000 gallon clear well located in the east side of the WTP facility. The finished water is then pumped to the distribution system via the HLPS located within the Central WTP facility. The HLPS includes pump controls and telemetry, one 4,850 gpm (6.984 MGD) 250 HP pump, one 1,000 gpm (1.440 MGD) 70 HP pump and one 1,400 gpm (2.016 MGD) 60 HP pump, and a 280 kilowatt (kW) dual fuel (natural gas / fuel oil) emergency / standby generator. The HLPS also houses a 5,400 gpm pump which is used to backwash the three mixed media filters in the Central WTP facility.

The mechanical systems and overflow weirs in one of the primary clarifiers at the Central WTP facility are currently being replaced. New hand rails around the top of the clarifiers and sedimentation basins are also being installed. Although the Central WTP facility is generally in good condition considering the age of the facility, the 2.0 MG clear well is in need of immediate repair or replacement. The exterior / above ground portion of the concrete tank is spalling in several areas, the structural integrity of the roof of the tank is in question and the clear well appears to leaking underground. The Installation is planning to study the potential repair /

replacement of the clear well. One alternative under consideration involves the removal / replacement of the roof at a lower elevation below grade and the lining of the interior of the tank.

The Muldraugh WTP facility (Facility No. 3009) was initially constructed in 1941, and has been partially upgraded numerous times over the years. The primary source of raw water to the 7.0 MGD Muldraugh WTP is the ground water pumped from the Army's 13 wells and the three leased wells in the West Point well field, located north along the Ohio River. The ground water from the wells is pumped roughly 3 miles to the Muldraugh WTP via a 24-inch case iron line.

The Muldraugh WTP facility is also a combination water softening and WTP. As detailed in the monthly operating reports, the facility continues to produce a good quality finished-water, in spite of the deteriorating equipment and facility. This is likely due to the fact that the Muldraugh WTP is generally operated at roughly 2.5 MGD, or 36 percent of the WTP's design capacity of 7.0 MGD. The Muldraugh WTP is operated and staffed 24 hours per day / 365 days per year. The Muldraugh WTP is also currently operated to produce finished water with chlorine residual reading in the range of 1.8 to 2.9 TAP, pH reading in the range of 8.4 to 8.8 TAP, hardness reading in the range of 100 to 110 ppm and fluoride in the range of 0.6 to 1.2 ppm, with an optimal concentration of 0.7 ppm. Should the potable water utility system be privatized and the Muldraugh WTP still be in operation, the UP Contractor will be required to operate the WTP facility in a manner that the finished water meets these levels.

The plant was originally designed to treat surface water using lime and aluminum sulfate for pH adjustment, coagulation and sedimentation prior to filtration. Today, the treatment process includes aeration, flocculation, sedimentation, filtration and chlorination before the water is pumped into the distribution system. Both pre-chlorination and post-chlorination are used in the treatment process. The Muldraugh WTP facility is a "semi-permanent" structure. The foundations, filters, settling basins, floors and the underground clear well are of reinforced concrete construction. The walls of the above ground structure are constructed of concrete brick construction.

After flowing into the 1.0 MG clear well located on the east side of the WTP facility, the finished water is pumped through a 24-inch case iron line that connects the WTP facility to the distribution system via the Muldraugh HLPS (Facility No. 3008). The HLPS is located within fenced area of the Muldraugh WTP facility. The HLPS includes pump controls and telemetry, one 3,500 gpm (5.040 MGD) 250 HP pump, one 4,850 gpm (6.984 MGD) 350 HP pump and one 2,200 gpm (3.168 MGD) 150 HP pump, and a 600 kW diesel emergency / standby generator. The HLPS also houses a 5,400 gpm pump used to backwash the seven filters.

There are two SCADA systems with monitoring and control equipment located at the Muldraugh WTP. Both of the systems are antiquated by today's industry standards and are approaching the end of their respective design life. Although the SCADA information on the wells, tank level, and pumps is transmitted to the Central WTP, the wells and high lift pumps can only be controlled remotely at the Muldraugh WTP facility.

The sludge from the treatment process in the Muldraugh WTP is pumped into one of four sludge lagoons located northeast of the WTP facility. Three of the sludge lagoons are filled to capacity and are no longer operational. The fourth sludge lagoon was recently cleaned and trucked to the Installation's landfill. The UP Contractor will not own, but will be responsible for the operation of the fourth sludge lagoon through the remaining operational life (not to except/2020)

years) of the Muldraugh WTP. When the Muldraugh WTP is taken out of operation, the Government will be responsible for the demolition / remediation of the four sludge lagoons.

Although the Muldraugh WTP facility is currently operating at an acceptable level, the WTP facility has not been maintained to the same level as that of the Central WTP facility. The filter controls and valves and the pump and controls are well beyond its respective design life. The pipe bolts, valves and other controls located in the filter pipe gallery are in poor condition. Many of the pipe connection bolts are corroded and need to be replaced; most of the valves appeared to be original and have failed or are starting to fail; and the outside of the pipe was corroded and in need of cleaning and painting. Most of the exterior doors, windows and the roofs of the WTP facility's structures are failing and in need of replacement. The filter media within the seven rapid sand filters was last replaced in 1997. The 24-inch finished water line from the Muldraugh WTP to the connection with the main cantonment distribution system is over 65 years old and may also need to be considered for replacement in the next few years.

Given the high levels of chlorides in the raw water coupled with the age and relatively poor condition of the Muldraugh WTP facility, the Army is currently looking at purchasing potable water from a local municipality to replace the potable water capacity at the Muldraugh WTP facility. As a result, the Army does not plan to expend any significant amount of funding at the Muldraugh WTP facility other than to demolish the WTP once the facility is permanently taken out of service. The UP Contractor will be required to own, operate and maintain the Muldraugh WTP until an alternate potable water source is provided within the next 5 years.

Main Cantonment's Potable Water Distribution and Storage System

The water distribution system transports the finished water from the two WTP facilities to the various facilities located throughout the Installation. The system provides domestic, industrial and fire protection throughout the Installation. The distribution system consists of pipes, valves, meters, fire hydrants, water storage tanks and the BPS. The distribution system piping which includes mains, service lines and fire lines with known sizes ranging from less than 6-inch to 24 inches in diameter. The distribution pipe includes polyvinyl chloride, cast iron, ductile iron, and asbestos concrete. Since the majority of the water distribution pipe was installed prior to 1950, the Installation plans to replace most of the distribution lines over the next 20 years.

Fort Knox's potable water utility system includes one BPS located in the Van Voorhis Housing area. Constructed in 1995, the Van Voorhis BPS (Facility No. 5898) includes three 175 gpm, 10 HP pumps and one diesel driven 2,000 gpm, 125 HP fire protection pump.

Eight elevated storage tanks are located throughout the system support Fort Knox's potable water distribution system. The combined capacity of the storage tanks is approximately 3.550 million gallons. The type, location, manufacturer, date of fabrication and the capacity of each tank are summarized in **Table 2**.

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TABLE 2
Potable Water Storage Tanks
Potable Water Utility System, Fort Knox, Kentucky

Facility No.	Tank No.	Type	Location	Installed/ Upgrade	Capacity (gallons)
1190	WT001	Elevated	Education Center # 1, Dixie Street	1935/2004	250,000
1191	WT002	Elevated	Education Center # 2, Dixie Street	1937/2004	500,000
7100	WT003	Elevated	Near WWTP, Ninth Street	2010	500,000
2911	WT004	Elevated	Old Ironsides, Brave Rifles Ave.	1941/2002	500,000
5899	WT005	Elevated	Van Voorhis Housing.	1958/1994	300,000
2797	WT006	Elevated	Frazier-Wilson	1995	500,000
7561	WT007	Elevated	Fort Knox High School, Dixie Street	1997	500,000
4773	WT008	Elevated	Pritchard Housing	1997	500,000
				Total	3,550,000

Note: The tank upgrades included removal of lead paint, recoating of the tank interior, repainting of the exterior, replacement of anodes and rectifier, and replacement of altitude valve.

Tank Nos. 5, 6, 7, and 8 are in need of some immediate attention. Tank Nos. 5, 6, and 8 require complete renovation to include the coating of the interior of the tank, painting of the exterior of the tank and legs, the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks, and a new altitude valve. The exterior of Tank No. 7 will be painted during the summer of 2011. Tank No. 7 will still require coating of the interior of the tank, painting of the legs, the installation of new sacrificial anodes, a new rectifier on the outside of the tank, and a new altitude valve.

Range Areas' Water Distribution Systems

There are three relatively small potable water distribution systems located in the Zussman Range, Yano Range and Basham's Corner areas, with routine environmental testing and reporting performed by the water providers.

The potable water distribution system serving the Zussman Range area, located near the Mount Eden, includes roughly 30,287 LF of PVC pipe constructed in 1997; 443 LF of PVC pipe constructed in 2002; and, 14,779 LF of polyethylene (PE) pipe installed in 2002. The potable water, supplied to this system, is purchased from the City of Louisville.

The potable water distribution system serving the Yano Range area includes roughly 2,500 LF of PVC pipe. The Yano Range distribution system was initially constructed in the 1950s and was renovated in mid-1990s with additional. The potable water, supplied to this system, is purchased from the Hardin County Water District No. 2 (HCWD No. 2).

The potable water distribution system serving the Basham's Corner area, located Highway 60 and Highway 1882, includes roughly 388 LF of PVC pipe constructed in 2004. The potable water, supplied to this system, is purchased from the Meade County Water District.

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JA1.2.1.2 Points of Demarcation

Fort Knox's potable water utility system consists of all components from the supply points to the points where water is supplied to end-users. The point of demarcation for each end user is defined as the point or component on the distribution system where ownership changes from the utility owner to the building owner. In most cases the point of demarcation is the first upstream component (e.g., meter, valve, regulator, etc.) of the system located outside of the facility footprint. However, in situations where the facility water meter is located within the facility, the point of demarcation will be inside the facility and the Contractor will be required to coordinate his work within the facility. The technical library contains a list of facilities where the point of demarcation is located within the facility.

Table 3 identifies the type of service and general location of the point of demarcation with respect to each building served by the distribution system.

TABLE 3
Points of Demarcation
Potable Water Utility System, Fort Knox, Kentucky

Point of Demarcation	Applicable Scenario	Sketch
The point of demarcation is downstream of the water meter, backflow device, or valve (closest apparatus to the exterior of the structure) within five feet of the face of the structure. If greater than five feet from the face of the structure, the demarcation point is five feet from the face of the structure.	Water meter, backflow device, or cutoff valve is located on the service line entering the structure within five feet of the exterior of the structure.	Structure Structure Point of Demarcation Distribution Line
Point of demarcation is the downstream side of the first water valve located downstream of the meter and / or of the main backflow prevention device.	Non-residential service line or dedicated fire line enters a mechanical room and a water meter and / or a main backflow prevention device is located in the mechanical room.	POD Mechanical Room Non-Residential Location Distribution Pipe
The point of demarcation is five feet from the face of the structure where the service line enters the structure for either potable water or fire protection service.		Line of Service Demarcation Structure Five Freet Maximum Distribution Line
No point of demarcation exists; the utility service contractor will own all exterior fire suppression infrastructure, up to and including fire hydrants.	Exterior fire protection exists at the Installation.	Points of Demarcation Fire Hydrant Isolation Valve A 1/24/2020
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Table 4 identifies the unique points of demarcation.

TABLE 4
Unique Points of Demarcation
Potable Water Utility System, Fort Knox, Kentucky

Point of Demarcation	Applicable Scenario
Raw Water Intakes at the McCracken and Otter Creek Dams	The upstream side of the valve or sluice gate to the raw water intake structure.
Interconnects for the Purchase of Water for the Range Areas	The downstream side of the potable water supplier's meter.
Interconnects for Sale of Water to HCWD No. 1	 The downstream side of the valve on the 12-inch main connects to the Prichard Elevated Water Storage Tank (WT008). Near the intersection of Estrada and Bennett streets where the HCWD No. 1's 10-inch water main (connected to HCWD No. 1's booster pump station) taps Fort Knox's 12-inch water main.
Interconnects for Sale of Water to the City of Muldraugh	 The downstream side of the meter located at U.S. Highway 31W, on the north end of Fort Knox's 10-inch water main. The downstream side of the 12-inch valve connected to Fort Knox's 24-inch water main near Watts Street.
Golf course / landscaping irrigation systems	The downstream side of the meter or main service valve.

JA1.2.1.3 Condition Assessment

The water pipes at Fort Knox are reported to be generally in poor condition. Currently, there are some dead end lines that are flushed periodically to ensure water quality. The water valves are generally in average condition. There are an adequate number of fire hydrants located throughout the system. The hydrants are exercised over a three year period and are generally in good condition with adequate water pressure. There are service lines that do not have isolation valves on them.

JA1.2.1.4 Inventory

The property being sold in this action will be as described in **Table 5** of this utility specific attachment of the solicitation. The system will be sold in an "as is, where is" condition without any warranties, representations, or obligations on the part of the Government to make any alterations, repairs, or improvements. Any proposal that offers an alternative description of the property being sold may be deemed technically unacceptable.

Ancillary equipment attached to, and necessary for, operating the system, though not specifically mentioned herein, is considered part of the purchased utility.

When not specifically identified by system geographic information system (GIS) drawings and databases, the size and type of system components were estimated based on the size of the piping the component was connected to. Additionally, when the year of construction was not known, it was estimated based on the age of the piping or the age of the facility served.

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TABLE 5Fixed Inventory
Potable Water Utility System, Fort Knox, Kentucky

Component	Size	Quantity	Unit	Average Year of Construction
RAW WATER SOURCES				
McCracken Spring Intake				1937/1980
CI Line to Otter Creek PS	16-inch	2,500	Linear Feet	1937
Otter Creek PS (Facility No. 9213)	Structure	1,701	Square Feet	1936/1953
Intake / Mechanical Screen		1	Each	1953/1999
Pump controls & telemetry		1	Each	1995
Pump No. 4	1,200 gpm, 150 HP	1	Each	1983
Pump No. 9	2,100 gpm, 230 HP	1	Each	1983
Pump No. 10	2,100 gpm, 250 HP	1	Each	2008
Emergency Generator	350 kW	1	Each	1981
CI Line to Central WTP	16-inch	26,400	Linear Feet	1937
Central WTP (Facility No 1205)	3.5 MGD	1	Each	1937
Structure		6,799	SF	1937
Chemical Feed Systems				
Clarifier	3.5 MG	1	Each	1937/2008
Multi-media filters	1 MG	3	Each	1937/2008
Filter backwash tank	150,000 gallons	1	Each	1978
Clear well No. 1	0.5 MG	1	Each	1937
Clear well No. 2	2 MG	1	Each	1945
Central WTP High Lift				
Pump No. 1 & controls	4,850 gpm, 250 HP	1	Each	1970
Pump No. 2 & controls	1,000 gpm, 70 HP	1	Each	1984
Pump No. 3 & controls	1,400 gpm, 60 HP	1	Each	1984
Filter backwash pump & controls	5,400 gpm,	1	Each	1994
Emergency generator - dual fuel (natural gas / fuel oil)	280 kW	1	Each	2010
West Point Well Field				
Well No. 1, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 2, pump/controls	750 gpm, 125 HP	1	Each	
Well No. 3, pump/controls	750 gpm, 125 HP	1	Each	RECE
Well No. 5, pump/controls	750 gpm, 125 HP	1	Each	2004

Component	Size	Quantity	Unit	Average Year of Construction
Well No. 6, pump/controls	500 gpm, 75 HP	1	Each	2000
Well No. 7, pump/controls	750 gpm, 125 HP	1	Each	1985
Well No. 8, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 9, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 10, pump/controls	750 gpm, 125 HP	1	Each	1999
Well No. 11, pump/controls	750 gpm, 125 HP	1	Each	2000
Well No. 12A, pump/controls	750 gpm, 125 HP	1	Each	1985
Well No. 12B, pump/controls	750 gpm, 125 HP	1	Each	2003
Well No. 13, pump/controls	750 gpm, 125 HP	1	Each	1992
Well Field Header	16-inch	3,960	Linear Feet	1937
CI Line to Muldraugh WTP	24-inch	15,840	Linear Feet	1937
Muldraugh WTP (Facility No. 3009)	7.0 MGD	1	Each	1941
Structure		14,860	SF	1941
Chemical Feed Systems				
Clarifier No. 1	5.0 MG	1	Each	1978/1998
Clarifier No. 2	2.0 MG	1	Each	1998
Multi-media filters	1 MGD	7	Each	1941/1997
Filter backwash tank	150,000 gallon	1	Each	1978
Clear well	1.0 MG	1	Each	1989
Muldraugh High Lift (Fac. No. 3008)		1,840	SF	1977
Pump A & controls	3,500 gpm, 250 HP	1	Each	1984
Pump B & controls	4,850 gpm, 350 HP	1	Each	1970
Pump C & controls	2,200 gpm, 150 HP	1	Each	1984
Filter backwash pump & controls	5,400 gpm,	1	Each	2008
Emergency generator	600 kW	1	Each	1990
CI Line to Cantonment Area	24-inch	10,449	Linear Feet	1941
MAIN POST				
Distribution Pipe				
Cast Iron	Unknown	1,420	Linear Feet	1935
	.75"	1,155	Linear Feet	RESE
	1"	4,463	Linear Feet	1935
	1.25"	4,207	Linear Feet	19 351/24/2

Component	Size	Quantity	Unit	Average Year of Construction
	1.5"	12,470	Linear Feet	1935
	2"	28,836	Linear Feet	1935
	2.5"	4,785	Linear Feet	1935
	3"	9,504	Linear Feet	1935
	4"	13,331	Linear Feet	1935
	5"	410	Linear Feet	1935
	6"	216,645	Linear Feet	1935
	8"	162,301	Linear Feet	1935
	10"	46,690	Linear Feet	1935
	12"	30,122	Linear Feet	1935
	14"	16,393	Linear Feet	1935
	16"	3,920	Linear Feet	1935
	24"	10,560	Linear Feet	1935
Total Cast Iron		567,212	Linear Feet	
Ductile Iron	1"	180	Linear Feet	1958
	1.25"	7,076	Linear Feet	1958
	1.5"	4,293	Linear Feet	1958
	2"	11,436	Linear Feet	1958
	3"	1,115	Linear Feet	1958
	6"	25,835	Linear Feet	1958
	8"	18,035	Linear Feet	1958
	8"	4,118	Linear Feet	2007
	10"	4,677	Linear Feet	1958
	12"	897	Linear Feet	1958
	12"	9,183	Linear Feet	1994
	14"	192	Linear Feet	1958
Total Ductile Iron		87,036	Linear Feet	
Transite	1"	834	Linear Feet	1935
	1.5"	1,988	Linear Feet	1935
	2"	3,727	Linear Feet	1935
	3"	284	Linear Feet	1935
	6"	4,231	Linear Feet	1935
	8"	6,472	Linear Feet	1935
	10"	5,927	Linear Feet	1935
Total Transite		23,463	Linear Feet	
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PVC	1.5"	16,608	Linear Feet	2005

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10,698

Linear Feet

2"

Component	Size	Quantity	Unit	Average Year of Construction
	3"	473	Linear Feet	2007
	3"	603	Linear Feet	2008
	4"	24	Linear Feet	1997
	4"	334	Linear Feet	2005
	4"	443	Linear Feet	2007
	4"	6,368	Linear Feet	2008
	6"	9,224	Linear Feet	1994
	6"	7,640	Linear Feet	2003
	6"	2,912	Linear Feet	2005
	6"	6,372	Linear Feet	2007
	6"	5,033	Linear Feet	2008
	8"	10,211	Linear Feet	1994
	8"	14,522	Linear Feet	1997
	8"	18,915	Linear Feet	2005
	8"	2,223	Linear Feet	2007
	8"	4,644	Linear Feet	2008
	10"	1,555	Linear Feet	1994
	10"	106	Linear Feet	2005
	12"	1,996	Linear Feet	1994
Total PVC		120,904	Linear Feet	
Galvanized Steel	2.5"	1,264	Linear Feet	1995
Total Distrib	ution Pipe	799,879	Linear Feet	
Valves	.75"	3	Each	1935
	1"	28	Each	1935
	1.25"	13	Each	1935
	1.25"	3	Each	1958
	1.5"	51	Each	1935
	1.5"	65	Each	2005
	2"	137	Each	1935
	2"	33	Each	1958
	2"	1	Each	2007
	2"	13	Each	2008
	2.5"	15	Each	1935
	3"	81	Each	1935
	3"	2	Each	RECE
	4"	76	Each	1935

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Component	Size	Quantity	Unit	Average Year of Construction
	4"	2	Each	1994
	4"	2	Each	2007
	4"	15	Each	2008
	5"	2	Each	1935
	6"	592	Each	1935
	6"	63	Each	1958
	6"	5	Each	2003
	6"	3	Each	2007
	6"	13	Each	2008
	8"	381	Each	1935
	8"	39	Each	1958
	8"	4	Each	1994
	8"	32	Each	1997
	8"	9	Each	2008
	10"	108	Each	1935
	10"	10	Each	1958
	10"	1	Each	2007
	12"	52	Each	1935
	12"	5	Each	1958
	12"	2	Each	1994
	14"	21	Each	1935
	16"	15	Each	1935
	20"	6	Each	1998
	24"	1	Each	1935
Fire Hydrants		722	Each	1935
		83	Each	1958
		14	Each	1997
		54	Each	2005
Meters		50	Each	Assume 1998
Pressure Reducing Station		1	Each	2003
SCADA		2	Each	1995
Well Control System		1	Each	1995

 Van Voorhis BPS (Facility No. 5898)
 Structure
 NA
 SF
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 Pump No. 1 & pressure tank
 175 gpm, 10 HP
 1
 Each
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Component	Size	Quantity	Unit	Average Year of Construction
Pump No. 2 & pressure tank	175 gpm, 10 HP	1	Each	1995
Pump No. 3 & pressure tank	175 gpm, 10 HP	1	Each	1995
Fire protection (diesel fueled)	2,000 gpm, 125 HP	1	Each	1995
Elevated Storage Tanks (Steel)				
Tank No. 1 & cathodic protection	250,000 gallons	1	Each	1935/2004
Tank No. 2 & cathodic protection	500,000 gallons	1	Each	1937/2004
Tank No. 3 & cathodic protection	500,000 gallons	1	Each	2010
Tank No. 4 & cathodic protection	500,000 gallons	1	Each	1941/2002
Tank No. 5 & cathodic protection	300,000 gallons	1	Each	1958/1994
Tank No. 6 & cathodic protection	500,000 gallons	1	Each	1995
Tank No. 7 & cathodic protection	500,000 gallons	1	Each	1997
Tank No. 8 & cathodic protection	500,000 gallons	1	Each	1997
ZUSSMAN RANGE (MT. EDEN)				
Distribution Pipe				
PVC	1"	110	Linear Feet	1997
	1"	383	Linear Feet	2002
	1.5"	60	Linear Feet	2002
	4"	30,177	Linear Feet	1997
Total PVC Pip	pe	30,730	Linear Feet	
PE	1"	1,111	Linear Feet	2002
	4"	13,668	Linear Feet	2002
Total PE Pip	e	14,779	Linear Feet	
Valves	1"	4	Each	1997
	1"	2	Each	2002
	1.5"	1	Each	2002
	4"	2	Each	1997
	4"	13	Each	2002
YANO RANGE				
Distribution Pipe PVC	2"	2.500	Lincor Foot	1000
rvC	2	2,500	Linear Feet	1990
Valves	2"	2	Each	1990
		<u> </u>	Lucii	
Pressure Reducing Valves		2	Each	RECEI

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Component	Size	Quantity	Unit	Average Year of Construction
Flush Hydrant	2"	1	Each	1990
BASHAM'S CORNER				
Distribution Pipe				
PVC	1.25"	72	Linear Feet	2004
	2"	60	Linear Feet	2004
	6"	256	Linear Feet	2004
Total PVC	Pipe	388	Linear Feet	
Valves	1.25"	3	Each	2004
	6"	2	Each	2004
Flush Hydrant	2"	1	Each	2004
Fire Hydrants		1	Each	2004
Meters		2	Each	2004
				2004
Backflow Preventers		2	Each	2004

Note:

Service lateral lengths are included in the overall distribution pipe lengths.

Service valve counts are included in the valve counts.

JA1.2.2 Potable Water Utility System Non-Fixed Equipment and Specialized Tools

Table 6 lists other ancillary equipment (spare parts), and **Table 7** lists specialized vehicles and tools included in the purchase. Offerors shall field verify all equipment, vehicles, and tools prior to submitting a proposal. Offerors shall make their own determination of the adequacy of all equipment, vehicles, and tools.

TABLE 6
Spare Parts
Potable Water Utility System, Fort Knox, Kentucky

Quantity	Item	Make/Model	Description	Remarks
No spare parts are included with the Fort Knox Potable Water Utility System.				

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TABLE 7

Specialized Vehicles and Tools
Potable Water Utility System, Fort Knox, Kentucky

Quantity	Item	Make/Model	Description	Remarks
No specializ	ed vehicles or tools	are included with the Fo	rt Knox Potable Water U	Itility System.

JA1.2.3 Potable Water Utility System Manuals, Drawings, and Records

Table 8 lists the manuals, drawings, and records that will be transferred with the system.

TABLE 8

Manuals, Drawings, and Records
Potable Water Utility System, Fort Knox, Kentucky

Quantity	Item	Description	Remarks	
Fort Knox maintains a limited collection of technical manuals, SCADA operational manual, drawings, and records on				
the installed components of the Potable Water Utility System. This information will be transferred to the Contractor				
during the transition period. System maps will be available in the Offeror's Technical Library.				

JA1.3 Specific Service Requirements

The service requirements for the Fort Knox potable water system are as defined in Section C, *Description/Specifications/Work Statement*. The following requirements are specific to the Fort Knox utility system and are additive to those found in Section C. If there is a conflict between requirements described below and Section C, the requirements listed below take precedence over those found in Section C.

JA1.3.1 On-Site Contractor Facility

The Contractor may establish an on-site facility in order to meet response time requirements and participate in Government meetings as necessary. This location will be determined and provided by the Installation. Should the Contractor choose to construct a facility, the Contractor will immediately acquire and install a temporary facility followed by construction of a permanent, Installation Design Guide (IDG) compatible facility. This facility will be manned with an individual that is capable of representing the Contractor at Government meetings. The Contractor will be responsible for maintaining the grounds around the facility and those areas which are fenced in for Contractor use only.

In lieu of having an on-site facility, the Offeror must explain in their proposal how they will meet the Fort Knox response time requirements.

JA1.3.2 Temporary Contractor Facilities

Temporary facilities may be placed on post for construction projects. Approval from the Contracting Officer (KO) / Contracting Officer's Representative (COR) and appropriate staff personnel is required prior to the Contractor locating a construction trailer on post of the approval will be for a term commensurate with the construction period and will provide for termination of the approval upon completion of the work. Construction, use, duration of use, removal/24/2020

clean-up associated with these temporary facilities will be negotiated with the Government on a project-specific basis.

JA1.3.3 Restricted Access Areas

The areas listed below generally require more intensive security procedures to access. The Contractor will be required to obtain separate badges to access these areas:

- The U.S. Department of Treasury's Gold Bullion Depository.
- AMMO Storage Area

The Contractor will be restricted in secure areas and during times when the post is secured due to threat or alert. The Government may limit or restrict the right of access granted for any reason considered to be necessary (e.g., national security, public safety).

JA1.3.4 Limited Access

Fort Knox is a closed post and access may be limited at times with controlled gate openings and closures. Gate operating times and procedures are published by the Provost Marshal's Office. Unscheduled gate closures by the Military Police may occur at any time, and personnel entering or exiting Fort Knox may experience a delay due to vehicle inspection, registrations, wearing of seat belts, etc. When an unforeseen closure of Fort Knox occurs during normal duty hours, the Contractor shall reschedule the work. The exact date and time will be coordinated with the COR. Emergency work shall continue regardless of closure of Fort Knox.

JA1.3.5 Vehicles

The Contractor and Contractor employees shall register vehicles with Fort Knox Provost Marshal within 5 working days from date of employment and renew registration annually thereafter. The registrant shall remove the registration decal from the registered vehicle upon termination of employment or sale of vehicle. Personnel operating vehicles on government property shall possess a valid Kentucky or other state driver's license. This registration procedure is established to facilitate access to the Installation. The Contractor shall not fuel and/or maintain personal or Contractor owned vehicles in Government-furnished facilities. However, the Contractor may use AAFES stations to fuel vehicles that remain on post at all times.

JA1.3.6 Coordination Requirements Prior to Performing Work

The Contractor will coordinate vehicle parking areas, work staging areas, vegetative disturbance, landscaping disturbance and customer notification with the Contracting Officer's Representative and appropriate staff personnel prior to performing this work.

JA1.3.7 Planning and Programming

may be asked to assist the DPW:

In order to function as a partner with the Fort Knox DPW, the Contractor must be fully engaged in planning and programming activities for projects that may impact the utility system(s). Costs associated with planning / programming shall be included in the Contractor's O&M costs as part of normal operations. The following listing generally describes activities in which the RP contractor

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- ➤ The Contractor will assist in the development of Requests for Action (RFAs) (See Section JA1.3.8). This may include providing detailed information to support scopes of work, budget estimates, etc. for any necessary changes to the utility system and/or services provided.
- The Contractor will be invited to and participate in meetings for projects impacting the utility system(s) such as, but not limited to, DD1391s development of Statement of Work (SOW) for Military Construction (MILCON) projects, planning charrette for MILCON projects, Real Property Master Planning Boards, Fort Knox and SOW Line Item Reviews. As required by the Government Project Manager, the Contractor will attend the pre-design meeting, design charrette, pre-construction meetings, site visits, partnering meetings, etc.
- ➤ The Installation anticipates that it will experience significant growth and expansion during the Contract period that will necessitate new and/or upgraded facilities. Therefore, as part of its regular utility services under the monthly utility service charge, the Contractor must maintain capability to prepare and provide in a timely manner complete designs for such facilities, including site maps, sketches, and / or drawings.
- The Contractor shall respond to requests from the Government for new/upgraded facilities and/or demolition of existing facilities. The Contractor will coordinate the design and construction of such facilities with the Government, A/E, and construction contractors.
- ➤ The Contractor shall identify future project requirements as well as system deficiencies. The Contractor will identify the specific utility requirement for each project and prepare designs and project cost proposals.
- ➤ The Contractor shall participate in strategic planning and propose long-term initiatives.
- ➤ The Contractor shall provide supporting information to assist the Government in developing budget estimates for unfunded projects.
- ➤ The Contractor shall respond to customer questions.

JA1.3.8 Request for Action (RFA) Process

The following language GENERALLY describes the process for an RFA and may not be all inclusive. It is provided for informational purposes only, and the Government is not binding itself to follow these steps. Nonetheless, the current process is as follows: (*Abbreviations: PM – DPW Project Manager; KO – Contracting Officer; COR - Contracting Officer's Representative; UP – Utility Privatization Contractor.*)

STEP 1: The PM prepares Work Orders and provides to the COR. The COR then forwards to the KO and the KO contacts the UP contractor regarding the potential project.

STEP 2: The PM develops independent government estimates (IGE) and provides to COR and KO.

STEP 3: The UP Contractor identifies specific utility system requirements for the project, develops a scope of work, detailed cost estimate, sketch, period of performance, and project schedule. The UP Contractor should also identify any applicable increase/develops as Company (1988) and project schedule.

STEP 4: The KO, COR, and PM review the UP contractor's proposal.

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- STEP 5: UP Contractor, KO, COR, and PM discuss and agree on price and schedule.
- STEP 6: The PM provides the COR with funds and work order.
- **STEP 7**: Funds are provided to the KO.
- STEP 8: KO issues modification.
- **STEP 9**: The PM and/or general contractor coordinates with the UP Contractor regarding schedule.
- **STEP 10**: The UP contractor completes Quality Assurance/Quality Control (QA/QC) and Inspections.
- STEP 11: The UP contractor invoices for the project.
- STEP 12: Modify the UP contract to include O&M and R&R for the added assets.

JA1.3.9 Mapping Requirements

Maps shall be prepared according to the following specifications:

- a. A single map of the entire site shall be prepared indicating the existing site conditions and required demolitions.
- b. A single map indicating proposed utilities and other constructions to include the footprint of structures, paving (including curbing), sidewalks, and other relevant planimetric features.
- c. The map will be registered to the Kentucky State Plane Coordinate System North American Datum of 1983 (NAD83), Geodetic Reference System of 1980 (GRS80) Ellipsoid, U.S. Survey Feet.
- d. Due north on the map will be as viewed from the bottom of the map. Rotation and translation of coordinate systems will not be allowed nor will orientation to Magnetic North. The Magnetic North orientation view may be rotated for plotting purposes but the orientation of the map must be geographically correct when selecting 'top view'.
- e. The map will contain a labeled coordinate grid with spacing appropriate to the map extents. For instance, a map scale of 1"=30' will have coordinates labeled at 100' intervals north/south and east/west.
- f. All utilities on the map will be clearly labeled as to size and material.

JA1.3.10 Updated Utility Maps

The Contractor is required to submit to the Installation updates to utility maps within 30 days after completion of any changes and updated utility maps annually with the Capital Plan or upon request of the Government. The Contractor is responsible for coordinating with and updating the Installation's GIS. GIS information must be in acceptable DoD format and compatible with existing Fort Knox GIS System.

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JA1.3.11 Disposition of Removed or Salvaged Materials

Disposition of facilities and material removed from a system shall be the responsibility of the Contractor. If the cost structure is dependent upon in-place value, the salvage value of equipment removed from service prior to the end of its useful life shall be deducted from the in-place value of the system.

JA1.3.12 Component Replacement

Infrastructure unutilized after construction can be abandoned in place, provided the abandoned infrastructure poses no immediate or future health, safety, operational, or environmental risks in compliance with industry standards. However, unsightly abandoned infrastructure may be required to be removed and disposed of properly as may be practical or common practice, such as gas metering when units have been converted to total electric. Generally, above-ground infrastructure may require demolition and removal. Abandoned infrastructure must be clearly marked on the utility maps.

JA1.3.13 Excavation Marking Process

JA1.3.13.1 Contractor-Provided Markings

Contractor shall subscribe to the regional process (one-call dispatch center) for notification and marking of underground utilities. The Contractor shall endeavor to mark all utilities in the time windows defined by this process. In some cases, where non-metallic lines do not have tracer wires, it may take longer to locate the lines. In these cases, the Contractor will make necessary notifications about a possible delay in the marking process. Contractor shall be responsible for all repairs, costs, and damages due to excavations by others for which he did not properly mark his utilities as part of the utility marking process.

JA1.3.13.2 Notification Prior to Digging

The UP Contractor shall notify the regional Before You Dig (BUD) dispatch center of his digging requirement. The UP Contractor shall be responsible for all repairs, costs, and damages due to his excavations, including excavations extending beyond areas that have been permitted for excavation.

JA1.3.14 System Survey and Assessment / Utility Record Drawings

The Contractor shall initiate a comprehensive survey of the system to identify components not shown on record drawings and identify errors on existing record drawings. Production and maintenance of record drawings shall be in accordance with Section C.5.1.5, Record Drawings, and all work shall conform to the latest release of the software the Government is using compatible with the latest versions of Spatial Data Standards. The Contractor will provide geo-referenced data in a format that can be readily used in GIS (geographic information system) (widely used by DoD and external agencies). All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE) available from the CADD/GIS Technology Center at http://tsc.wes.army.mil/products/TSSDS-TSFMS/tssds/html.

The project must be completed no later than one year after the contract start dep. Effort will include a comprehensive record search, will also require physical survey work, and may include some excavation to ascertain line location, type, and condition.

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The Contractor will also develop and maintain an accurate computerized model of the utility system. The model should reflect major system components and attributes. It is envisioned that this model will be used for briefing, planning activities, contingency applications, long-range plans, analyzing system faults, and addition or deletion of new flow. The Installation is familiar with and would prefer that the UP Contractor utilize the Kentucky Pipe Model 2006. (See the Technical Library for the current model being used.)

JA1.3.15 Installation Design Guide

The Contractor will follow the Fort Knox Installation Design Guide (IDG) and the respective environmental guide specifications for all work. The Contractor shall provide updates to the IDG with his applicable construction standards and specifications within 45 days after the contract start date.

JA1.3.16 Supervisory Control and Data Acquisition System

The Contractor shall install and maintain a new Supervisory Control and Data Acquisition (SCADA) system to fully integrate system tank level signals, pump controls, and monitor and remotely read the advanced metering device once they are installed per the Army's Metering Program (AMP) (See Section JA1.5 for AMP discussion). As a minimum, the system will enable the controller to regulate tank levels, monitor system pressure, and monitor various critical water quality parameters.

JA1.3.17 Fire Control and Safety

In all cases, the Contractor shall abide by Fort Knox fire protection requirements. Should the Contractor choose to construct an on-site facility to locate office space, warehouse, etc., the Contractor shall permit Fire Department personnel access to their facility to perform fire inspections and emergency response. Where required by federal, state or local regulation, the Contractor shall maintain the fire alarm system for all facilities owned and operated by the Contractor.

Changes to O&M processes and procedures will be coordinated with DPW and the Fire Department.

JA1.3.18 Fire Flow

The Contractor shall perform flow testing and marking of fire hydrants IAW National Fire Protection Association standards/recommended practices. The Contractor will perform the services during the late spring each year and coordinate the services with Fire/Emergency Services of Fort Knox. The annual inspection shall be documented on a written report and a copy sent to Fire Prevention Section. The Contractor shall update numbers and locations of hydrants on the Installation's water distribution maps.

Exception on marking the fire hydrants – the numbers shall be ½" in height, placed on the back side of the bonnet, black in color. The rim of the bonnet will have reflective paint of the capacity of the fire hydrants using the color code in NFPA 291.

The Contractor shall own, operate, maintain, and test the Post water system AW Kentleky Department of Environmental Protection, Frankfort Division of Water (Division of Water)

standards. The Contractor shall provide the Contracting Officer, COR, and DPW with copies of any and all testing information and reports submitted to the Division of Water.

The Contractor shall coordinate any changes to the potable water utility system that may affect fire flow capabilities with the DPW and the Fort Knox Fire Department.

JA1.3.19 Environmental Issues

The Contractor shall follow all environmental rules and regulations IAW with Section C.10, *Environmental Compliance*.

Trees in which the Indiana Brown Bat reside cannot be cut during the summer months. The Contractor shall notify EMD prior to cutting trees.

JA1.3.20 Required Regulatory Reports

The Contractor shall be responsible for any reporting required by local, State and Federal regulatory bodies. The Contractor shall provide the COR with information as directed that may be necessary and in the timeframe requested to support reports required by the Department of the Army and other appropriate agencies.

JA1.3.21 Official Inspections

The Contractor shall immediately inform the COR, Post Safety Office or Environmental Management Division (EMD), Directorate of Public Works, Fort Knox through the KO or COR when the United States Environmental Protection Agency (EPA), the Kentucky Department of Environmental Protection, Frankfort Division of Water, the County Department of Health, the MEDDAC, the Public Service Commission, or OSHA, following notification of any scheduled or unscheduled inspector visits to the Installation for an official inspection.

JA1.3.22 First Response Investigation

Restoration of utility service is extremely important to DoD installations and expectations are generally covered well throughout this RFP. However, occasions do arise where it may not be immediately apparent who the responsible repair agency is. This frequently occurs where an apparent fault (e.g., line break, leak, etc.) is located near a point of demarcation. In these situations, someone may have to excavate to the actual fault to determine the precise location of the fault and who the appropriate repair agency is. The Contractor must plan to perform this type of "first response investigation". This may involve pumping water and excavation. In these situations, the Contractor should proceed toward fixing the problem until such time it is determined that repair responsibility is with someone else.

JA1.3.23 Response to Service Requests

outage to necessary personnel during the transition period.

The Contractor shall respond only to the service requests (service calls). The Contractor shall have a telephone manned 24 hours/day, 365 days/year that the customers may call to report utility system problems. There shall be only one phone number, active during duty hours and non-duty hours, for the Government to call to report system problems. For all response times the Contractor shall respond within the allotted time, take necessary corrective actions, order necessary muter all and schedule additional repairs. The Contractor shall develop procedures for notification of utility

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JA1.3.24 Utility Outage

Because of the critical nature of many Fort Knox mission requirements, response to utility emergencies in and around the Cantonment area must be immediate. The Contractor will respond with a knowledgeable individual to emergency utility problems within 30 minutes of notification during duty hours (0700-1700, Monday – Friday) and within 1 hour during non-duty hours. Additionally, repair crews must be on scene within one hour during duty hours and within two hours during non-duty hours. In the Zussman Range, Yano Range and Basham's Corner areas, response times shall be 1½ hours during normal duty hours and 2 hours during non-duty hours. Work shall be continued until the problem is corrected. The above response times do not apply to conditions where inclement weather (tornadoes, ice/snow storms, major lightning storms, floods) prevents normal operation. It is recognized that extraordinary conditions will cause the response times to vary proportionally to the number and expanse of system outages, and the priority of service restoration.

The type of service request, priority and minimum response time for various service requests are furnished below.

EMERGENCY:

Emergency - Life or Death - Respond Immediately

"Life or Death" emergencies will typically be handled by Fort Knox Emergency Response agencies, like the Military Police or Fire Department. These agencies or DPW will contact the Contractor. The Contractor shall respond immediately.

Priority 1 - Emergency - Not Life or Death - Respond Same Day IAW previous paragraph

Priority 1 requests arise due to situations that, if left uncorrected, will cause significant damage to a facility, or compromise security or safety, or negatively affect productivity for an entire operation or group. The Contractor shall respond to Priority 1 request as appropriate and reduce the severity of the situation within 1 hour. The Contractor shall complete the service orders within 24 hours unless there is a delay from the Government or the Contractor cannot procure the material.

URGENT:

Priority 2 – "Health & Welfare" – Respond within 3 Working Days

Priority 2 requests arise due to situations that, if left uncorrected will measurably reduce productivity, cause discomfort or inconvenience to the customer, waste resources, or create the need for additional minor repairs. The Contractor shall respond to Priority 2 request within three working days. The Contractor shall complete the service orders within 7 business days unless there is a delay from the Government or the Contractor cannot procure the material.

ROUTINE:

Priority 3 – "Productivity Inhibitor" – Respond within 5 days

Priority 3 requests arise due to situations that, if left uncorrected, will cause measurable discomfort or inconvenience to the customer, waste resources or create the need for additional minor repairs, is esthetically unpleasant or inconvenient. The Contractor shall respond to Priority 3 request within five working days. The Contractor shall complete the service orders within 10 busings (ay) unless

there is a delay from the Government or the Contractor cannot procure the material.

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JA1.3.25 Emergency Operations

The Contractor shall have an emergency plan in place for such occurrences. If the damage from a storm or disaster is widespread and affects the Contractor's other customers (off the Fort Knox installation), Fort Knox's DPW personnel must be informed of the Installation's restoration priority. The Contractor shall notify Fort Knox's DPW personnel of each situation/priority as soon as possible. The Contractor will provide an emergency operations plan, updated on an annual basis. The Contractor shall develop and document an emergency operations plan that addresses all aspects of the contractor's response to emergency conditions including but not limited to system failures due to acts of God, breakdown, or demand spikes. The Government requires first priority response for service restoration to mission critical facilities during national emergencies, deployments, and alerts. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals). In no case will equipment and/or personnel normally used in the support of Fort Knox's utility system be pulled to serve the Contractor's external customers if utility service to Fort Knox is experiencing an outage that requires their service. Some personnel assigned to Fort Knox may be pulled to assist in the restoration of service to customers external to Fort Knox if the Fort Knox's system is not experiencing an outage. A minimal staff shall remain in service to Fort Knox at all times. The priority of restoration is:

- 1. Medical Facilities
- 2. Command and Control Facilities
- 3. Schools
- 4. Food Services and Shopping
- 5. Barracks and Housing

JA1.3.26 Temporary Service

Temporary service will be coordinated with Fort Knox's DPW and the affected customer(s) if temporary service is required. The Contractor must make all possible preparation and coordination prior to actual outage. It is the responsibility of the Contractor to limit the length of an outage to minimum requirements.

JA1.3.27 Planned Outages

The Contractor must coordinate any planned outages for construction or maintenance with the DPW and affected customers. For outages requiring 4 or more hours of interruption to service, work should be planned during off hours, such as, in the evening or weekends or holidays depending on the customers affected. In rare cases, the Contractor may be required to provide temporary or emergency services for the length of the planned outage.

JA1.3.28 Cost of Supporting Utilities

The Contractor may consume reasonable quantities of supporting utilities at no charge. However, Contractor shall fully cooperate with the Government with respect to energy / water conservation measures as described in Section C.3.4, *Energy and Water Efficiencies and Conservation* UP Contractor's usage may be separately metered to provide the Army with the capability to monitor the contractor's use of these services and to ensure that the UP contractor is practicing 020

energy conservation measures as prescribed by the Army through their Army Energy and Water Campaign Plan (AEWCP).

JA1.3.29 Water Storage Tanks

JA1.3.29.1 Equipment Mounted on Water Storage Tanks

The Contractor shall allow the Government access to operate and maintain any communication equipment, obstruction lights, emergency warning equipment, public address equipment, and other Government equipment on water storage tanks being privatized at no additional cost to the Government. The Contractor shall develop a procedure for granting the Government access. This procedure shall be submitted to the Contracting Officer for approval.

Further, the installation considers cellular telephone antennas to be mission essential. Therefore, as noted in Section C.4.2.2.2, the Contractor will take ownership of the water storage tanks subject to any cellular telephone antenna leases. In addition to retaining the right to locate existing antennas on water storage tanks and to continue to accrue revenue from existing contracts/leases, the installation will retain the right to locate additional antennas on privatized water storage tanks and to retain all revenue from future contracts/leases.

JA1.3.29.2 Application of Logos on Water Storage Tanks

The Government reserves the right to approve the design of all logos applied to any water storage tanks. The Contractor shall submit all logos to the Contracting Officer for approval prior to application on the water storage tanks. Additional logos and/or lighting requested by the Government will be funded by the Government.

JA1.3.30 Cultural Resources

Transfer of ownership of certain historic properties necessitates Government compliance with federal laws and regulations to meet historic preservation requirements. The final transfer documents will include an easement or covenant that includes adequate and legally enforceable restrictions or conditions to ensure long-term preservation of historic properties to meet these preservation requirements. As a result of this easement or covenant, the Contractor will likely be required to preserve and maintain transferred historic properties in accordance with Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68).

The Contractor shall not remove or disturb any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity.

Activities involving ground disturbance, construction, demolition, landscape modification, or alteration of the exterior or interior of a historic building has the potential to adversely affect cultural resources. Historic districts, buildings, landscape features, or archaeological sites considered eligible for the National Register of Historic Places that may be identified in the future shall be subject to the terms of this section. With regard to the historic building / facilities to be transferred as part of the utility privatization action, please see the Offeror's Technical Library.

The Contractor will coordinate projects that may affect cultural resources listed on the Installation Cultural Resources Management Plan as reviewed with the Contracting Officer's Representative (COR). The COR will coordinate with the Fort Knox Cultural Resources Program to determine if consultation with the Department of Environmental Protection is required per 36 CFR 8002 #\2020

non-emergency work, the COR will respond to the Contractor within 10 working days. Initial SHPO review requires 30 days and additional consultation may be required to avoid, minimize or mitigate any adverse effect. The Contractor shall not start work until notified by the COR.

In emergency situations, the Contractor is not required to consult with Fort Knox in advance of actions to repair the utility distribution system. The Contractor will notify Fort Knox, who will notify the Department of Environmental Protection, following execution of all emergency measures affecting historic properties. The emergency exception contained in this paragraph will only apply to undertakings initiated within 10 days of the emergency. For emergency work, the Contractor may take steps to safeguard life and property, and restore service, but shall minimize impact to the site.

In the event archaeological materials are inadvertently encountered during construction or excavation activities, the activity must stop and the Contractor shall immediately notify the COR.

Costs for mitigation of damage to cultural resources (restoration, repair, or replacement) due to the Contractor's failure to comply with historical and cultural preservation laws, regulations, or programs, that relate or may arise under performance of this contract may be deducted or offset by the Government from any monies due the Contractor, and with respect to the nature and severity of the damage. The Contractor will take any corrective or remedial actions as directed by the Contracting Officer.

JA1.3.31 Standards and Regulations

The Contractor will provide the Installation with three hard copies and one electronic copy of the Contractor's standards and regulations within 45 days after contract start date.

JA1.3.32 Network Access Requirements

- Information Assurance (IA): Contractor personnel requiring access to U.S. Government Information Systems to fulfill their duties shall possess the required favorable security investigation, security clearance, formal access approval, and "need-to-know" prior to being granted access to any Government computer or computer network.
- Information Technology (IT)-I Level of Security Access is required for contractor personnel in IA positions working with infrastructure devices, IDSs, routers, System Administration or Network Administration, with privileged-level access to control, manage, or configure IA tools or devices, individual information systems, networks, and enclaves. At a minimum, such contractor personnel shall require a favorably completed NAC, initiation of SSBI, completion of Forms SF85P, SF86, and Supplemental Questionnaire.
- IT-II Level of Security Access is required for contractor personnel in IA positions required to work with operating systems administration of common applications or enclaves, or back-up operators with limited privileged level access to control, manage, or configure information systems or devices. At a minimum, such contractor personnel shall require a favorable review of local personnel, base / military, medical, and other security records as appropriate, initiation of a NACLC, and completion of Forms SF85F or SF86 and Supplemental Questionnaire.

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- IT-III Level of Security Access is required for Contractor personnel in positions as normal users, power user on individual systems for configuration with non-privileged level of access to information systems and devices. At a minimum, such contractor personnel shall require a favorable review of local personnel, base / military, medical, and other security records as appropriate, initiation of a NAC, and completion of Form SF85P and the Supplemental Questionnaire.
- Contractor personnel shall not be granted access to any Government computer systems or networks until proof of compliance to the IA clearance requirements.
- Once Contractor personnel have complied with the IA requirements as reflected above, they will be granted the appropriate IT level of security access.
- Contractor personnel shall personally pick-up and sign for Government network user identification and password at the Information Assurance Office.
- Contractor employee(s) shall be solely responsible for the safeguarding of user passwords and shall immediately report any suspected compromise or loss of the password to the Information Assurance Office.
- The Contractor is responsible for notifying the Contract Officer Representative (COR) and also the Information Assurance Office of any changes to their status or their personnel status.

JA1.4 Current Service Arrangement

Fort Knox collects and treats the raw surface water and ground water and distributes the finished water throughout the Installation. **Table 9** summarizes the annual volume of raw water treated and/or used by Fort Knox over the last three calendar years.

TABLE 9
Annual Volume of Raw Water Treated or Used
Potable Water Utility System, Fort Knox, Kentucky

Location	CY2005 (MG)	CY2006 (MG)	CY2007 (MG)	3-Year Average
Muldraugh WTP	842.364	950.172	903.378	898.638
Central WTP	245.598	140.950	145.844	177.464
Total	1,087.962	1,091.122	1,049.222	1,076.102

Table 10 summarizes the peak day volumes of raw water treated and/or used by Fort Knox over the last three calendar years.

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TABLE 10
Peak Day Volumes of Raw Water Treated or Used
Potable Water Utility System, Fort Knox, Kentucky

Location	CY2005 (MGD)	CY2006 (MGD)	CY2007 (MGD)	3-Year Average
Muldraugh WTP	3.580	4.400	4.060	4.013
Central WTP	2.473	2.741	1.453	2.222

In addition to the potable water supplied by the Muldraugh and Central WTPs, Fort Knox also purchases potable water from the City of Louisville for the Zussman Range, from the Meade County Water District for Basham's Corner area, and from HCWD No. 2 for Yano Range.

Fort Knox also sells potable water to the City of Muldraugh and the HCWD No. 1. All potable water or raw water sales agreements will be negotiated, reviewed and approved by Fort Knox and the Department of Army, and coordinated with the UP Contractor.

JA1.5 Secondary Metering

Between the raw water supply points and the end-user points of demarcation, the Contractor shall own, operate and maintain the existing meters at locations throughout the Installation, as directed by the Contracting Officer in keeping with the guidance in Section C.3.3, *Sub-Metering*.

The Army intends to pay for the installation of new meters under the Army's Metering Program (AMP). The Contractor shall closely work with the Army and the Army's Contactors to facilitate the installation of advanced metering equipment on the existing meters, the installation of new meters with advanced metering capability and the integration of the advanced metering capability consistent with the AMP. (For additional information on the AMP, please see the information included in the Offeror's technical library.) It is the Army's intent to transfer the new meters to the UP Contractor under the utility privatization contract. Subject to the change provisions of the contract, an equitable adjustment will be negotiated between the KO and the UP Contractor for the ownership, operation and maintenance for the new meters.

JA1.5.1 Existing Meters

Table 11 list the existing meters (at the time of contract award) that will be transferred to the Contractor and for which the Contractor shall provide meter readings IAW Section C.3.3, *Sub-Metering*, and JA1.6, *Monthly Submittals*.

TABLE 11Existing Secondary Meters
Potable Water Utility System, Fort Knox, Kentucky

		Group			
Meter No.	Tenant Organization	No.	Building Served / Desc		
1000259	81st RSC	2271	Building No. 5901 - Vehicle Mainte	nace Shop G	/FD
1000405	Anderson Guest House	918	Building No. 7961 - Anderson Gues	House	
1000009	Armed Forces Bank	552	Building No. 1507 - Armed Forces	Branch Bank24/202	20

Meter No.	Tenant Organization	Group No.	Building Served / Description	
421880	City of Muldraugh (20J D9SC)	587	Muldraugh North Meter	
1200583	City of Muldraugh (20J D9SC)	587		
17979192	City of Muldraugh (20J D9SC)	587	Muldraugh South Meter	
19799193	City of Muldraugh (20J D9SC)	587	South Meter Low	
3955284	Commissary	507	Building No. 121 - Commissary B	
6236457	Commissary	507	Building No. 121 - Commissary A	
2559422	Credit Union	557	Building No. 133 - Fort Knox Credit Union Branch	
6245695	DRMO	511	Building No. 2962 – DRMO	
1000002	Fort Knox Exchange	253	Building No. 51 - PX Maintenance Warehouse	
1017999	Fort Knox Exchange	253	Building No. 52 - PX Warehouse Storage	
1184647	Fort Knox Exchange	253	Building No. 2012 - PX Burger King	
6678679	Fort Knox Exchange	253	Building No. 1608 - AAFES Car Wash	
1000016	Gold Vault	515	Gold Vault	
1000019	Hardin Co Water Dist #1	256	Wilson Avenue Booster	
1545329	Hardin Co Water Dist #2	256	Carpenter Test Road	
1000441	Hardin Co Water Dist #3	256	Prichard Pump Station	
1000008	Knox Post Base Line Data	1297	Building No. 1377 - Armed Forces Bank – Main	
1000102	Knox Post Base Line Data	1297	Building No. 853 - Little Meter	
1000108	Knox Post Base Line Data	1297	Building No. 853 - Big Meter	
1000267	Knox Post Base Line Data	1297	Building No. 1492 - Kuma Dining	
7823023	Knox Post Base Line Data	1297	Building No. 28 - Medical Warehouse	
1000061	Lindsey Golf Course	3612	Building No. 4024 - Golf Course Club House	
4055089	Lindsey Golf Course	3612	Building No. 4127 - Lindsey Green	
1000155	MEDDAC Facilities	1338	Building No. 2724 - Small Meter	
1000156	MEDDAC Facilities	1338	Building No. 2724 – Big Meter	
2081713	MEDDAC Facilities	1338	Building No. 860	
5408309	MEDDAC Facilities	1338	Building No. 851 – Clinic	
5586008	MEDDAC Facilities	1338	Building No. 851 – Kitchen	
7823053	MEDDAC Facilities	1338	Building No. 5949 – Troop Medical	
7824306	MEDDAC Facilities	1338	Building No. 1003	
7824307	MEDDAC Facilities	1338	Building No. 1022 - Optical Bal.	
7824308	MEDDAC Facilities	1338	Building No. 6289	
7824309	MEDDAC Facilities	1338	Building No. 865 - Inside Meter	
7824310	MEDDAC Facilities	1338		
7824311	MEDDAC Facilities	1338	Building No. 1489	
7824312	MEDDAC Facilities	1338	Building No. 6586 - Reception Medical	
7824313	MEDDAC Facilities	1338	Building No. 1068 - Vet Facility	
7824314	MEDDAC Facilities	1338	Building No. 1006	
7862457	MEDDAC Facilities	1338	Building No. 7711 - Vet Facility	
9536354	NAF/MWR	303	Building No. 6597 - Wickham Gues 11/24/202	

Meter No.	Tenant Organization	Group No.	Building Served / Description
1000257	Navy Seals Special Boat GP	1196	Hudson Street Trailer #1
1000258	Navy Seals Special Boat GP	1196	Hudson Street Trailer #2
1080180	Nolin RECC	1732	Building No. 614 - Nolin Recreation
872139	Sewer Plant	1623	Building No. 7207 - Sewer Plant
9918264	SO Contracting	4260	Queen Street Lot 101
1000000	US Army Reserves	1520	Building No. 2327 - US Army Reserve
5471368	Youth Challenge	695	Building No. 2377 - A Enlisted Barracks - 35,760 SF

JA1.6 Monthly Submittals

The Contractor shall provide the Government monthly submittals for the following:

- 1. **Invoice** (IAW Section G.3, *Submission and Payment of Invoices*). The Contractor shall submit payment requests electronically via the internet using the Wide Area Workflow (WAWF) system. The WAWF system is located at the following internet website: https://wawf.eb.mil. Failure to submit invoices in WAWF may result in delay of payment. For further WAWF assistance, contact Customer Support @ 866-618-5988 (toll-free) or 801-605-7095. NOTE: Go to http://wawftraining.com for self-paced training, to learn how to electronically apply for user ID and password, and how to electronically submit and take action on documents in WAWF.
- 2. **Outage Report**. The Contractor's monthly outage report will be prepared in the format proposed by the Contractor and accepted by the Contracting Officer. Outage reports shall be submitted by the 25th of each month for the previous month. Outage reports shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number:	,
E-mail:	

3. **Meter Reading Report**. The monthly meter reading report shall show the current and previous month's readings for all secondary meters. The Contractor's monthly meter reading report will be prepared in the format proposed by the Contractor and accepted by the Contracting Officer. Meter reading reports shall be submitted by the 10th of each month for the previous month. Meter reading reports shall be submitted to:

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Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	,

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4. **Monthly Operating Report**. Copies of the monthly operating reports, the bacteriological analysis reports and the water main reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number:	,
E-mail:	

5. **Monthly Water Withdrawal Permit Report**. Copies of the monthly water withdrawal permit reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	,

6. **Monthly Discharge Monitoring Reports**. Copies of the monthly discharge monitoring reports submitted to the State of Kentucky shall be submitted to:

Name:	TBD
Address:	Directorate of Public Works Fort Knox, KY
Phone number: E-mail:	,

JA1.7 Energy Saving Projects

In keeping with Section C.3.4, *Energy and Water Efficiencies and Conservation*, any projects that should be implemented or continued would be listed here.

Although there are no projects identified at this time, any future pump motor replacements shall be in compliance with Army Energy conservation policy.

JA1.8 Service Area

IAW Section C.4, *Service Area*, the service area is defined as all areas within the Fort Knox boundaries.

JA1.9 Off-Installation Sites

Fort Knox provides water services to the following off-Installation sites:

- 1) City of Muldraugh
- 2) Hardin County Water District No. 1



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JA1.10 Turning Utility Services On and Off

The Contractor will turn on and turn off water services as requested by the Government at no additional cost. Requests of this type are routine calls that include, but are not limited to, allowing maintenance on equipment beyond the point of demarcation, new or upgrading a service, and demolition of an existing service. There will be a substantial number of this type of request for turn on / turn offs over the next several years associated with intense new construction activity.

JA1.11 Special Transition Requirements

IAW Section C.13, *Transition Plan*, there are no known required specific transition requirements at this time.

JA1.12 Government Recognized System Deficiencies

Table 12 provides a list of Government recognized deficiencies, the Government's approach to remedy the deficiency, and the time frame in which the deficiency should be remedied. The deficiencies listed may be physical deficiencies, functional deficiencies, or operational in nature. If the utility system is sold, the Government will not accomplish a remedy for the recognized deficiencies listed. In some cases, these requirements have not been quantified, nor are there project numbers assigned. They are provided to generally acquaint the Contractor with system needs, from the Government's perspective, that should be addressed over the next few years. The Contractor should propose his approach (which must be IAW industry standards) to correct the recognized deficiencies, which may or may not be similar to the Government's approach.

TABLE 12
Government Recognized System Deficiencies
Potable Water Utility System, Fort Knox, Kentucky

System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
System Survey / Assessment and Re–Map the Utility Systems	Conduct a system survey / assessment and re-map the potable water distribution system with GIS coordinates. This project also includes the development of an accurate computerized model of the system.	Within 1 st year of the contract start date
Leak Detection Survey	Conduct a leak detection survey of the entire potable water system lines including the raw water lines and the potable water distribution lines within the main cantonment area and the range areas.	Within 1 st year of the contract start date
Hydraulic Model	Develop a hydraulic model of the entire potable water utility system. This model will be invaluable during the design and replacement of the existing potable water distribution system.	Within 1 st year of the contract start date

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Master Flow Meters at the WTPs	The finished water master meter at the Muldraugh WTP pump house needs to be replaced, The meter is well beyond its design life. The finished master water meters at the Muldraugh and Central WTPs need to be calibrated.	Within 1 st year of the contract start date
20-inch Valves	Replace the 20-inch valves on 24-inch CI Line from the West Point well fields to the Muldraugh WTP. The valves are the original valves and are not operable.	Within 1 st year of the contract start date
New Raw Water from the Muldraugh WTP to 16-inch Raw Water Line Between Otter Creek PS & Central WTP	from the Muldraugh WTP to the raw line connecting the Otter Creek PS to the Central WTP. This line is critical since the raw water from the West Point well field is utilized when the raw water from McCracken Spring and Otter Creek PS & Creek PS & Line from HCWD No. 1 will terminate once Fort Knox's	
Otter Creek PS	Repair the creek side of the Otter Creek PS where the bank of the creek has be severely eroded. Install new windows and doors and replace the roof.	Within 1 st year of the contract start date
Muldraugh HLPS	Install new windows and doors, paint the exterior face of the concrete block facade and replace the roof.	Within 1 st year of the contract start date
Central WTP	al WTP Replace the roof of the Central WTP.	
Replace the roof and coat the interior of the 2.0 MG clear well located at the Central WTP. The size of the clear well may be reduced to accommodate the lowering the roof below grade to protect the concrete surfaces.		Within 1 st year of the contract start date
Muldraugh WTP	This ISDC project cost estimates should include all costs, by year for Years 1-5 that the Offeror would incur to own, operate and maintain the Muldraugh WTP until an alternate potable water source is obtained. It is possible that the potable water purchase contract could be executed at any time during the initial 5 years of the contract. In this event, the Offeror's cost estimate would be pro-rated over the actual months of operation prior to the execution of the purchase water contract. The subsequent ISDC projects associated with the operation and maintenance of the Muldraugh Plant (if any remained) would be cancelled.	Years 1-5 from contract start date
Fire Hydrants	Replace roughly 600 fire hydrants identified by the Fort Knox Fire Department.	Within 4 years of the control start date

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Water Storage Tank No. 5	Tank No. 5 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 1 st year of the contract start date
Automatic Transfer Switches	Install automatic transfer switches at the Otter Creek PS, the Central WTP facility and the Muldraugh HLPS. Tie the switches into the new SCADA system.	Within 2 nd year of the contract start date
Line Between Otter Creek PS & Central WTP	Replace roughly 14,437 LF of 16-inch cast iron raw water line between the Otter Creek WTP and the Central WTP facility,	Within 2 nd year of the contract start date
Water Storage Tank No. 6	Tank No. 6 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 2 nd year of the contract start date
Water Storage Tank No. 8	Tank No. 8 requires complete renovation to include the coating of the interior of the tank, the painting of the exterior of the tank and legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 2 nd year of the contract start date
Water Storage Tank No. 7	Tank No. 7 requires extensive renovation to include the coating of the interior of the tank, the painting of the legs, and the installation of new sacrificial anodes in the tanks, a new rectifier on the outside of the tanks and a new altitude valve.	Within 3 rd year of the contract start date
SCADA System	Install a comprehensive SCADA system to assist the UP Contractor in monitoring and controlling the utility water system components, i.e. raw water wells, pumps, etc. The UP Contractor should coordinate the design and installation of the SCADA system with the Government to ensure that the new meters can also be integrated to the extent possible with the SCADA system.	Within 3 rd year of the contract start date

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System Component	Recognized Deficiencies and the Government's Approach to Remedy	Year to be Completed
Distribution Pipe & Valves	Replace transite pipe in the North Dietz Housing area of the following approximate amounts: • 834 LF of 1-inch • 1,988 LF of 1.5-inch • 3,726 of 2-inch • 284 LF of 3-inch • 4,231 LF of 6-inch • 6,472 LF of 8-inch • 5,927 LF of 10-inch	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace ductile iron pipe in the Van Voorhis Housing area of the following approximate amounts: • 180 LF of 1-inch • 7,076 LF of 1.25-inch • 4,293 LF of 1.5-inch • 11,436 LF of 2-inch • 1,115 LF of 3-inch • 25,835 LF of 6-inch • 18,034 LF of 8-inch • 4,677 LF of 10-inch • 897 LF of 12-inch • 192 LF of 14-inch	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace roughly 4,237 LF of 8-inch pipe which surrounds the site of the new Human Resource Center	Within 3 rd year of the contract start date
Distribution Pipe & Valves	Replace the following approximate amounts of pipe under Phase I of the distribution pipe replacement program: 994 LF of 1-inch 29 LF of 1.25-inch 759 LF of 1.5-inch 3,720 LF of 2-inch 483 LF of 2.5-inch 4,280 LF of 3-inch 61,582 LF of 6-inch 77,066 LF of 10-inch 17,066 LF of 10-inch 1,665 LF of 14-inch	Within 4 th year of the contract start date

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AMENDMENT OF	SOLICITATION/MOD	IFICATION O	DF CONTRACT	1. CONTRACT I	D CC	DDE K		Page 1 of 5
2. AMENDMENTA POO	MODIFICATION NO.	3. EFFECT See	FIVE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable N/A			CT NO. (If applicable)	
6. ISSUED BY		CODE	SP0600	7. ADMINISTEI	RED	BY (If other than Item	6)	CODE
8725 JOHN J. KI FORT BELVOIR Buyer/Symbol: Da	UTILITY SERVICES NGMAN ROAD, STP 104 , VA 22060-6222 aonna Young/DLA Energy- 7-1425 E-MAIL: daonna.y	-FEEBB	P.P. 8.2					
8. NAME AND AD	DRESS OF CONTRACT	OR (NO., stree	et city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLIC	TATION NO.
Hardin County W 1400 Rogersville Radeliff, KY 401 Phone: (270) 351 Fax: (270) 352-30	60-9343 -3222 ext. 208				Х	9b. DATED (SEE 17 10a. MODIFICATIONO. SP0600-1	ON OF CO	NTRACT/ORDER
POC: Jim Bruce, DUNS # 1304028 CAGE #316V9	General Manager 311					10b. DATED (SEE I 30 Sep	TEM 13) otember 2011	
	11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		
methods: (a) By co copy of the offer s FAILURE OF YO OFFERS PRIOR you desire to chan	wledge receipt of this an ompleting Items 8 and 1 ubmitted; or(c) By separation of the OUR ACKNOWLEDGE TO THE HOUR AND ge an offer already submitted to the solicitation	5, and returning rate letter or to the second of the secon	ng copy of the elegram which include BE RECEIVED AT T CIFIED MAY RESU hange may be made by	amendment;(b) B es a reference to the THE PLACE DES LT IN REJECTI telegram or letter	y ack e soli SIGN ON (, prov	cnowledging receipt icitation and amenda IATED FOR THE IOF YOUR OFFER wided each telegram	of this amendent number RECEIPT. If by virtues	ndment on each rs. OF
12. ACCOUNTING	AND APPROPRIATIO	N DATA (If red	quired)					
ITEM 14.	PPLIES ONLY TO MOD							
CONT	CHANGE ORDER IS ISSU TRACT ORDER NO. IN IT	TEM 10A.						
	ABOVE NUMBERED COM appropriation date, etc.) S						(such as cho	anges in paying
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 ChangesFixed Price				ixed Price				
NAME AND ADDRESS OF THE OWNER, WHEN PERSON ADDRESS OF THE OWNER, WHEN PERSON AND ADDRESS OF THE OWNER, WHEN	R (Specify type of modifica	THE RESIDENCE OF THE PARTY OF T		1				
	Contractor [] is not, [X] is OF AMENDMENT/MO	NAME AND ADDRESS OF TAXABLE PARTY.	AND RESIDENCE OF THE PARTY OF T	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	THE REAL PROPERTY.	DESCRIPTION OF THE OWNER, WHEN THE PARTY OF	ject matter w	here feasible.)
	F	ort Knox,	Kentucky – Uti Potable Water			1 Contract		
		See	Additional Pages	s for Further I	Deta	ils.		
	nerein, all terms and conditi		ament referenced in Item					full force and effect.
	TITLE OF SIGNER (Typ ICE, GENERAL M		2	1		TRACTING OFFICE ILVERSTONE	R	
BY	ONTRACTOR/OFFERON MAS Second of person authorized to sign	ec	15C.DATE SIGNED	D1	rl	s of AMERICA Silverston Contracting Officer)	RE	August 10, 2016 1/24/2020

A. The purpose of this modification is to:

- Update and phase out Section B.5 Initial System Deficiency Corrections Charges Schedule 2, to account for the modified ISDC schedule. Effective January 31, 2017, Section B.5 Initial System Deficiency Corrections Charges – Schedule 2 will be closed out in its entirety.
- 2) Establish Section B.6 Capital Improvement Projects, to contractually accept the Water Quality and Capital Improvement Projects (CIP) submitted by Hardin County Water District 1 (HCWD1) dated June 1, 2016. HCWD1 proposed to modify the list of currently approved and funded ISDCs in accordance with section C.11.2.5 of its Utility Privatization (UP) contract with the Government and add new Capital Improvement Projects (CIPs) that are in better interest of the installation and government.
- 3) Funding in the amount of \$12,208,104.00 is re-allocated from the ISDCs for use towards the new CIPs totaling \$16,456,000.00. The additional unfunded capital cost for the proposed projects is in the amount of \$4,247,896.00 and is available in the HCWD1's Fort Knox reserve fund to fully fund the CIPs.
- B. As a result of the changes described in Paragraph A Section B Supplies or Services and Prices/Costs is revised as follows:

B.5 – Initial System Deficiency Corrections Charges

Schedule B.5 is hereby revised as follows:

FROM:

Project No.	Project Name	Project Completion (Contract Year)	Project Cost
ISDC#1	System Survey/ Assessment and Re-Map the Utility System	1	\$121,610
ISDC#2	Leak Detection Survey	1	\$49,530
ISDC#3	Hydraulic Model	1	\$22,050
ISDC#4	Master Flow Meters at the WTP	1	\$24,909
ISDC#5	20-inch Raw Valves	1	\$89,319
ISDC#6	New Raw Water Main from the Muldraugh WTP to the 16-inch Raw Water Line Between Otter Creek PS and Central WTP	1	\$1,946,203
ISDC#7	Otter Creek Pump Station	1	\$117,449
ISDC#8	Muldraugh HLPS	1	\$108,234
ISDC#9	Central WTP	1	\$64,202
ISDC#10	Central WTP Clear Well	1	\$1,825,443
ISDC#11	Fire Hydrants	4	\$1,957,620
ISDC#12	THIS ITEM PURPOSEFULLY LEFT BLANK		
ISDC#13	Water Storage Tank No. 5	1	\$439,499
ISDC#14	Automatic Transfer Switches	2	\$248,658
ISDC#15	Pipe between Otter Creek PS and Central WTP	2	\$1,773,822
ISDC#16	Water Storage Tank No. 6	2	\$395,981
ISDC#17	Water Storage Tank No. 8	2	\$395,961
ISDC#18	Water Storage Tank No. 7	3	7 - 1
ISDC#19	SCADA System	3	\$335,784
ISDC#20	Distribution System Pipe and Valves	3	\$1,12343322
ISDC#21	Distribution System Pipe and Valves	3	\$3,034,103 PUBLIC SE
ISDC#22	Distribution System Pipe and Valves	3	COM8492
ISDC#23	Distribution System Pipe and Valves	4	O \$6,6F8, Y 7}

Project No.	Project Name	Project Completion (Contract Year)	Project Cost
ISDC#24	Water Tank No. 1	3	\$24,398
ISDC#25	Water Tank No. 2	3	\$24,398
ISDC#26	Water Tank No. 4	3	\$45,636
ISDC#27	West Point Well Field	1	\$63,891
ISDC#28	Van Voorhis Pump Station	1	\$8,776
ISDC#29	Decommission Muldraugh WTP	5	\$496,146
ISDC#30	Muldraugh WTP Operation Year 1	1	\$999,495
ISDC#31	Muldraugh WTP Operation Year 2	2	\$997,297
ISDC#32	Muldraugh WTP Operation Year 3	3	\$997,297
ISDC#33	Muldraugh WTP Operation Year 4	4	\$997,297
ISDC#34	Muldraugh WTP Operation Year 5	5	\$997,297

TO:

Project No.	Year 1 Project Name	Re-allocated Efforts
ISDC#1	System Survey/ Assessment and Re-Map the Utility System	Completed
ISDC#2	Leak Detection Survey	Completed
ISDC#3	Hydraulic Model	Completed
ISDC#4	Master Flow Meters at the WTP	Completed
ISDC#5	20-inch Raw Valves	Completed
ISDC#10	Central WTP Clear Well	Completed
ISDC#11-1	Fire Hydrants Year 1	Completed
ISDC#13	Water Storage Tank No. 5	Completed
ISDC#14	Automatic Transfer Switches	Completed
ISDC#16	Water Storage Tank No. 6	Completed
ISDC#17	Water Storage Tank No. 8	Completed
ISDC#19	SCADA System	Completed
ISDC#22	Distribution Pipe and Valves (4,200-LF at new HRC)	Completed
ISDC#30	Muldraugh WTP Operation Year 1	Completed



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Project No.	Year 2 Project Name	Re-allocated Efforts
ISDC#7	Otter Creek Pump Station	Completed
ISDC#11-2	Fire Hydrants Year 2	Completed
ISDC#27	West Point Well Field	Completed
ISDC#28	Van Voorhis Pump Station	Completed
ISDC#31	Muldraugh WTP Operation Year 2	Completed

Project No.	Year 3 Project Name	Re-allocated Efforts
ISDC#32	Muldraugh WTP Operation Year 3	Completed

Project No.	Year 4 Project Name	Re-allocated Efforts
ISDC#23-4	Distribution Pipe and Valves (136,000-LF of CI pipe - no specific areas) - Year 4	Completed
ISDC#33	Muldraugh WTP Operation Year 4	Completed

Project No.	Year 5 Project Name	Re-allocated Efforts
ISDC#29	Decommission Muldraugh WTP	Completed
ISDC#34	Muldraugh WTP Operation Year 5	Completed

B.6 – **Capital Improvement Projects** Schedule B.6 is hereby established as follows:

Project No.	Year 6 – 10 Project Name	CIP Totals	
1	Muldraugh WTP Improvements	\$4,845,000.00	
2	1.5 MG Old Ironsides Tank	\$5,054,000.00	
3	1.5 MG Education Center Tank	\$5,060,000.00	
4	Park Road 14' Main Extension	\$290,000.00	
5	Automatic Flusher Installed in Dietz Area	\$13,000.00	
6	Line Improvement - Gold Vault Area	\$163,000.00	
7	Line Improvements - North Frazier Area	\$30,000.00	
8	Line Improvements - 7th Armon Division Cut off Road	RECEIVE	D
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00	
10	Installation of Check Valves New Education Center Tank	11/24/2020	
11	Remove Frazier Tank	PUBLIC SERVICE	
12	Remove Van Voorhis Tank	\$60,000 PP	
13	Remove Prichard Tank	\$76,000.00	

14	Automatic Flusher Installed in Dietz Area	\$13,000.00
15	Automatic Flusher Installed in Prichard Area	\$13,000.00
16	Remove HRC Tank	\$76,000.00
17	Remove Fort Knox High School Tank	\$76,000.00
18	Remove Old Ironside Tank	\$76,000.00
	Total:	\$16,456,000.00

C. Section G - Contract Administration Data G.6 Accounting and Appropriation Data

hereby fully funded.

No additional funding is required for this modification. HCWD1 proposed to modify contract SP0600-11-C-8271 by removing ISDC #'s: 8, 9, 20, 21-2, 21-3, 11-3, 18, 24, 25, 26, 11-4, 15, 6, 11-5, 23-5, and 35 from the list of currently approved and funded ISDCs in accordance with section C.11.2.5 of its Utility Privatization (UP) contract with the Government. HCWD1 proposed to re-allocate the funding to pay towards the new government accepted CIPs. The ISDC removal resulted in a credit of \$12,208,104.00 while the new approved CIPs totaled \$16,456,000.00. The additional unfunded capital cost for the proposed projects in the amount of \$4,247,896.00 has been verified as available for completion of the CIPs in its entirety using the HCWD1's Fort Knox Water Fund Reserve. The CIPs are

The Contracting Officer agrees with the proposed funding re-allocation after a review of HCWD1's FPR because it is consistent with the framework of the contract. Volume IV of the FPR, on page IV-36, provides HCWD1 the discretion to manage deviations and maintain a separate cash balance in reserves understanding that revenues will be spent only on projects that exclusively benefit the government.

- D. The total amount obligated remains unchanged at \$38,248,924.06.
- E. The total value of the contract remains unchanged at \$250,530,429.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMEND	MENT OF SOLICITATION/MODI	FICATION O	F CONTRACT	1. CONTRACT I	D CO	DDE K		Page 1 of 4
2. AME	NDMENT/MODIFICATION NO. P00030	3. EFFECT See	IVE DATE Block 16C	4. REQUISITION/	PURO N/A	CHASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUI	ED BY	CODE	SP0600	7. ADMINISTE	RED I	BY (If other than Item (6)	CODE
8725 J FORT Buyer/	ENERGY – UTILITY SERVICES OHN J. KINGMAN ROAD, STP 1040 BELVOIR, VA 22060-6222 Symbol: Daonna Young/DLA Energy- E: (703) 617-1425 E-MAIL: daonna.yc	FEEAA	P.P. 8.2					
8. NAM	E AND ADDRESS OF CONTRACTO	OR (NO., stree	t city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLIC	ITATION NO.
	n County Water District No. 1 Rogersville Road					9b. DATED (SEE IT)	EM 11)	
Phone	iff, KY 40160-9343 :: (270) 351-3222 ext. 208 270) 352-3055				Х	10a. MODIFICATIONO. SP0600-1		NTRACT/ORDER
DUN	Jim Bruce, General Manager 8 # 130402811 8 #316V9					10b. DATED (SEE 1) 30 Sep	TEM 13) tember 201	1
	11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS		
The hou Offers in methods copy of FAILU OFFER you desi	[]The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
	OUNTING AND APPROPRIATION	THE RESERVE THE PARTY OF THE PA			TR. 0. 00		DED NO	A D VICED IN IN
ITEM 14	S ITEM APPLIES ONLY TO MOD! 4.	FICATIONS	OF CONTRACTS/OR	DERS, IT MODIF	IES T	HE CONTRACTIOR	DER NO. A	AS DESCRIBED IN
	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES	SET I	FORTH IN ITEM 14 A	RE MADE	IN THE
	B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S.						(such as ch	anges in paying
X	C. THIS SUPPLEMENTAL AGREE			NT TO AUTHORIT	YOF	: FAR 52.243-1 ALT 1	Changes	Fixed Price
E BADO	D. OTHER (Specify type of modificat		THE RESERVE TO BE SHOWN THE PARTY OF THE PAR	4		. 60		
The second second	ORTANT: Contractor [] is not, [X] is	Control of the last of the las	NOT THE REAL PROPERTY OF THE PARTY OF THE PA		THE PERSON NAMED IN	THE RESIDENCE OF THE PARTY OF T	iect matter	where feasible)
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details.								
	s provided herein, all terms and condition		ment referenced in Item		\mathcal{L}	-CEIVE	=D	full force and effect.
J.	AME AND TITLE OF SIGNER (Typ IM BRUCE, GENERAL M	ANAGER	R			TRACTING OFFICE	R	
15B. NA	ME OF CONTRACTOR/OFFEROR Signfure of person authorized to sign		31-AUG-2016	By Ca	rl	SOF AMERICA PUBLIC SERVIC SOMMESTON Office ENTITIES	SE Se	August 31, 2016

- A. The purpose of this modification is to revise the B.3 Schedule in accordance with the accepted CIP proposal executed in modification SP0600-11-C-8271 P00029. As a result, there is hereby a (\$1,078) reduction in the Monthly Utility Service Charge for Contract Year 5, starting in month 55 (August 2016) through month 60 (January 2017).
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:

B.3 Schedule

CLIN 0005 is hereby revised as follows (changes in bold):

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AA	Month 49 of of 60	1	Mo	\$246,172.00	\$246,172.00
	ACRN: AK Period of performance: February 1, 2016- February 29, 2016				
0005AB	Month 50-56 of 60	7	Мо	\$246,172.00	\$1,723,204.00
	ACRN: AK Period of performance: March 1, 2016- September 30, 2016				
0005AC	Month 57-60 of 60 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	4	Мо	\$246,172.00	\$984,688.00

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price	
0005AA	Month 49 of 60	1	Мо	\$246,172.00	\$246,172.00	
	ACRN: AK					
	Period of performance:					
	February 1, 2016- February 29, 2016					
0005AB	Month 50-54 of 60	5	Мо	\$246,172.00	\$1,230,860.00	
	ACRN: AK					
	Period of performance:					
	March 1, 2016-					
	July 31, 2016					4
0005AC	Month 55-56 of 60	2	Мо	\$245,094.00	\$490,188.00	
	ACRN: AK					
	Period of performance:					
	August 1, 2016-					
	September 31, 2017					╝
0005AD	Month 57-60 of 60	4	Мо	\$245,094.00	\$980,376.00	
	ACRN: TBD					Ť
	Period of performance:				ال	
	October 1, 2016-				IRE	1
	January 31, 2017					╝

11/24/2020

Modification P00030 SP0600-11-C-8271 Fort Knox, KY

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.6 Accounting and Appropriation Data

ACRN AK is hereby decreased in the amount of (\$2,156.00). Funds are provided under the Direct Cite Basic MIPR10807852. A funding breakdown of ACRN AK is provided below:

ACRN AK 02120162016 2020000 A2ABH 131079QDPW 2	334 0010807852 S.0005431.31.504.2 02	1001 \$645,874.35
MIPR10807852 dated January 05, 2016	Basic	\$645,874.35
MIPR10807852 Amend 01 dated February 05, 2016	Amendment 01	\$4,521,120.45
Deobligation (\$2,156.00)	Modification P00030	(\$2,156.00)
	Total	\$5,164,838.80
Funding Breakdown		
P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
P00028	On CLIN 0005 (sub CLIN 0005AB)	\$1, 723,204.00
P00028	On CLIN 0056 (sub CLIN 0056AB)	\$2,797,916.45
P00030	On CLIN 0005 (subCLIN 0005AB)	\$1,230,860.00
P00030	On CLIN 0005 (sub CLIN 0005AC)	\$490,188.00
Total Funding for ACRN AK		\$5,164,838.80

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$38,246,768.06 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable tens. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, it any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause of the contracting of the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which

additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated decreased by (\$2,156.00) from \$38,248,924.06 to \$38,246,768.04
- F. The total value of the contract decreased by (\$6,468.00) from \$250,530,429.46 to \$250,523,961.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLI	CITATION/MODI	IFICATION O	F CONTRACT	1. CONTRACT ID CODE K Page 1 of 4				1 of 4	
2. AMENDMENT/MODI P00031	IFICATION NO.	3. EFFECT See	FIVE DATE 4 Block 16C	4. REQUISITION/PU	URC V/A	CHASE REQ. NO.	5. PROJE	CT NO. ((If applicable)
6. ISSUED BY		CODE	SP0600			BY (If other than Item	6)	CODE	
DLA ENERGY – UTILI 8725 JOHN J. KINGMA FORT BELVOIR, VA Buyer/Symbol: Daonna V PHONE: (703) 617-1425	AN ROAD, STP 104 22060-6222 Young/DLA Energy-	-FEEBB	P.P. 8.2					L	
8. NAME AND ADDRES	S OF CONTRACT	OR (NO., stree	et city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLICI	ITATION	l NO.
Hardin County Water D 1400 Rogersville Road Radcliff, KY 40160-934 Phone: (270) 351-3222 6 Fax: (270) 352-3055	13			2	X	9b. DATED (SEE III 10a. MODIFICATI NO. SP0600-1	·	NTRACT	ORDER
POC : Jim Bruce, Gener DUNS # 130402811 CAGE #316V9	·						<i>ITEM 13)</i> ptember 2011	l 	
	11.	. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF S	OL	ICITATIONS			
The hour and date specific Offers must acknowledge methods: (a) By complete copy of the offer submitted FAILURE OF YOUR AT OFFERS PRIOR TO To you desire to change an offer submitted to the submitted of the subm	[]The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND	APPROPRIATION	N DATA (If red	quired)		_				
13. THIS ITEM APPLIE ITEM 14.				•					RIBED IN
CONTRACT	Γ ORDER NO. IN IT	TEM 10A.	NT TO: (Specify authority						
			ER IS MODIFIED TO RI I ITEM 14, PURSUANT				S (such as cha	anges in p	aying
			TERED INTO PURSUAN	NT TO AUTHORITY	OF:	: 			
	ecify type of modificat								
E. IMPORTANT: Contract			sign this document and ret			issuing office.	• •	·	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. NAME AND TITL	E OF SIGNER (Ty)	pe or print)				TRACTING OFFICE			
15B. NAME OF CONTRA	ACTOR/OFFERO	R	15C.DATE SIGNED	CARL 16B. UNITED STA		ILVERSTONE S OF AMERICA	KEC	16C. DA ′	VED TE SIGNED
RV	son authorized to sig			BY	of (Contracting Officer)		/24/20 Novemb	ber 1, 2016

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 REV.10-83)
Prescribed by Ofs KENTUCKY
FAR (48 CFR) 52.243

Modification P00031 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to provide funding in the amount of \$1,289,592.70 for October 1, 2016 to November 30, 2016 (months 57-58 of 600) for SubCLINs 0005AD Monthly Utility Service Charge (MUSC) and 0056AC Initial System Deficiency Correction (ISDC) surcharge.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0005AD and 0056AC:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-60 of 60	4	Мо	\$245,094.00	\$980,376.00
	ACRN: TBD				
	Period of performance:				
	October 1, 2016-				
	January 31, 2017				

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-58 of 60	2	Мо	\$245,094.00	\$490,188.00
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	November 30, 2016				
0005AE	Month 59-60 of 60	2	Мо	\$245,094.00	\$490,188.00
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

SubCLIN 0056AC is hereby revised as follows:

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
00056AC	Month 57-60 of 60	4	Мо	\$399,702.35	\$1,598,809.4
	ACRN: TBD				
	Period of performance:				
	October 1, 2016-				
	January 31, 2017				

TO:

						RE	CEIVED
0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price		1/24/2020
0056AC	Month 57-58 of 60	2	Мо	\$399,702.35	\$799,404.7	D	11/24/2020
	ACRN: AL Period of performance: October 1, 2016- November 30, 2016					C	BLIC SERVICE OMMISSION F KENTUCKY

0056AD	Month 59-60 of 60	2	Мо	\$399,702.35	\$799,404.70
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AL is hereby established in the amount of \$1,289,592.70. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Basic as follows:

Line of Accounting:

Government."

	ine of Accounting.		
AC	CRN AL 02120172017 2020000 A2ABH 131079QDPW 23	334 0010940300 S.0045978.28.3 021001	\$1,289,592.70
	MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
	Funding Breakdown		
	P00031	On CLIN 0005 (subCLIN 0005AD)	\$490,188.00
	P00031	On CLIN 0056 (sub CLIN 0056AC)	\$799,404.70
	Total Funding for ACRN AL		\$1,289,592.70

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$39,536,360.76 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph of this clause of the contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the contractor's remination for Convenience of the contractor's r

(d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) White Institute Clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provision of CKY

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paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$1,289,592.70 from \$38,246,768.06 to \$39,536,360.76.
- F. The total value of the contract remains unchanged at \$250,523,961.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/MODI	IFICATION O	F CONTRACT	1. CONTRACT ID CODE K Page 1 of 4					
2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECT See	CIVE DATE 4 Block 16C	4. REQUISITION/PUR N/A	-	5. PROJECT NO. (If applicable)			
6. ISSUED BY	CODE	SP0600		BY (If other than Item	16) CODE			
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-F PHONE: (703) 617-1421 E-MAIL: Matthew	FEEBB	P.P. 8.2	-					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	et city, county, State ,and	ZIP Code)	9a. AMENDMENT	F OF SOLICITATION NO.			
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			X		TON OF CONTRACT/ORDER 11-C-8271			
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE 30 Se	ITEM 13) eptember 2011			
11.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SO	LICITATIONS				
The hour and date specified for receipt of Offers must acknowledge receipt of this armethods: (a) By completing Items 8 and 1 copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDGOFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm	[]The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copy of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION	N DATA (If rec	quired)						
13. THIS ITEM APPLIES ONLY TO MOD ITEM 14.			•					
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	ΓΕΜ 10A.		•					
X B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S					S (such as changes in paying			
C. THIS SUPPLEMENTAL AGREE			NT TO AUTHORITY O	F:				
D. OTHER (Specify type of modifica								
		ign this document and ret		he issuing office.	· · · · · · · · · · · · · · · · · · ·			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Typ	pe or print)			NTRACTING OFFICE				
15B. NAME OF CONTRACTOR/OFFEROI	R	15C.DATE SIGNED	16B. UNITED STATE	SILVERSTONI ES OF AMERICA	16C.DATE SIGNED			
BY	<u>şn)</u>		BY(Signature o	f Contracting Officer)	11/24/2020 December 16, 2016 PUBLIC SERVICE			

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 REV.10-83)
Prescribed by Ofs. KENTUCKY
FAR (48 CFR) 52.243

- A. The purpose of this modification is to provide funding in the amount of \$644,796.35 for December 1, 2016 to December 31, 2016 (month 59 of 600) for SubCLINs 0005AD Monthly Utility Service Charge (MUSC) and 0056AC Initial System Deficiency Correction (ISDC) surcharge.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0005AD and 0056AC:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-58 of 60	2	Мо	\$245,094.00	\$490,188.00
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	November 30, 2016				
0005AE	Month 59-60 of 60	2	Мо	\$245,094.00	\$490,188.00
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-59 of 60	3	Мо	\$245,094.00	\$735,282.00
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	December 31, 2016				
0005AE	Month 60 of 60	1	Мо	\$245,094.00	\$245,094.00
	ACRN: TBD				
	Period of performance:				
	January 1 2017-				
	January 31, 2017				

SubCLIN 0056AC is hereby revised as follows:

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price	
0056AC	Month 57-58 of 60	2	Мо	\$399,702.35	\$799,404.7 <mark></mark> 0	
	ACRN: AL Period of performance: October 1, 2016- November 30, 2016					CEIVED
0056AD	Month 59-60 of 60 ACRN: TBD Period of performance: December 1 2016- January 31, 2017	2	Мо	\$399,702.35	\$799,404.70 PU	BLIC SERVICE OMMISSION F KENTUCKY

OF KENTUCKY

TO:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-59 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	December 31, 2016				
0056AD	Month 60 of 60	1	Мо	\$399,702.35	\$399,702.35
	ACRN: TBD				
	Period of performance:				
	January 1, 2017-				
	January 31, 2017				

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AL is hereby increased in the amount of \$644,796.35. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 1 as follows:

Line of Accounting:

Line of Accounting.		
ACRN AL 02120172017 2020000 A2ABH 131079QDPW 2	334 0010940300 S.0045978.28.3 021001	\$1,934,389.05
		. , ,
MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
	1 14	Φ<44. T 0< 2.
	Amend 1	\$644,796.35
	Total	\$1,934,389.05
	Total	\$1,734,307.03
Funding Breakdown		
P00031	On CLIN 0005 (subCLIN 0005AD)	\$490,188.00
P00031	On CLIN 0056 (sub CLIN 0056AC)	,
	` ′	\$799,404.70
P00032	On CLIN 0005 (subCLIN 0005AD)	\$245,094.00
P00032	On CLIN 0056 (sub CLIN 0056AC)	. ,
P00032	OII CLIN 0030 (Sub CLIN 0030AC)	\$399,702.35
Total Funding for ACRN AL		\$1,934,389.35
		\$1,757,507.55

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$40,181,157.11 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point a which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the contrary in the contrary in the contract in the event of termination of applicable contract line items for convenience includes costs, profit payable to commission settlement costs for those items.

- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$644,796.35 from \$39,536,360.76 to \$40,181,157.11.
- F. The total value of the contract remains unchanged at \$250,523,961.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					T 1. CONTRACT ID CODE PAGE OF		OF PAGES	
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCH	HASE RE	DUISITION NUMBER	5. PROJEC	1 TNUMBE	7 R (If applicable)
P00033		See Block 16C			201011101111011110111101111			т (п аррпоавто)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED B	BY (If oti	her than Item 6)	CODE		
8725 JOHI FORT BEL Buyer/Sym	Y – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 .VOIR, VA 22060-6222 ıbol: Matthew Fox/DLA Energy-FEEBB 703) 617-1421 E-MAIL: <u>Matthew.fox@dla</u>							
8. NAME AN	D ADDRESS OF CONTRACTOR (NO., 8	street city, county, State	and ZIP Code)		9A. AMENDME	NT OF SOLIC	ITATION	NUMBER
1400 Rogers Radcliff, KY 4 Phone: (270) Fax: (270) 35	10160-9343 351-3222 ext. 208 2-3055 uce, General Manager 102811				9B. DATED (SEE	TION OF COM SP06 EE ITEM 13)	000	
CODE		CILITY CODE				SP0600-1	1-C-827	71
	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS			
Offers must act (a) By completi submitted; or (c ACKNOWLEDG IN REJECTION communication specified. 12. ACCOUNT	b) By separate letter or electronic communication GMENT TO BE RECEIVED AT THE PLACE DE INFORMATION OFFER. If by virtue of this amendment, provided each letter or electronic communications and APPROPRIATION DATA (If require on G, Accounting and Appropriation of the communication of	e hour and date specified in copies of the amendmen in which includes a reference SIGNATED FOR THE RECENT you desire to change a sion makes reference to the	n the solicitation or as ame t; (b) By acknowledging re- e to the solicitation and an EEIPT OF OFFERS PRIOF n offer already submitted, solicitation and this amend	ended, by eceipt of mendme R TO TH such cha	this amendment on a nt numbers. FAILUR IE HOUR AND DATI ange may be made I nd is received prior	g methods: each copy of t EE OF YOUR E SPECIFIED by letter or ele to the opening	MAY RES	
		CONTRACT/ORDER				.		
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A.	UANT TO: (Specify authori	ty) THE CHANGES SET F	FORTHI	N ITEM 14 ARE MA	DE IN THE C	ONTRACT	ORDER
	P. THE ABOVE NUMBERED CONTRACTOR	DED 10 MODIFIES ===	ELECT THE ASSESSED			•		
	B. THE ABOVE NUMBERED CONTRACT/OF appropriation data, etc.) SET FORTH IN IT	EM 14, PURSUANT TO TH	E AUTHORITY OF FAR 4	43.103(b).			,
\square	C. THIS SUPPLEMENTAL AGREEMENT IS I		IT TO AUTHORITY OF: 5:	52.243-1	Changes Fixed	Price Alternat	e I	
	D. OTHER (Specify type of modification and	authority)						_
E. IMPORT	ANT: Contractor 🗌 is not 🗵 is re	equired to sign this do	ocument and return	1 copi	es to the issuin	g office.		
	ON OF AMENDMENT/MODIFICATION (Organ						ble.)	
	ded herein, all terms and conditions of the docu							:
	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITL					
JIM BRI	∕) C∉, GENERAL MANAGER	•	CARL SILVER	R-F	NE. COLIT	(ACFI	G OF	FICER
	CTOR/OFFEROR		16B. UNITED STATES		RICA	שיביי		ATE SIGNED
1	Tombes Delicu				11/24/202	o I		uary 1, 2017
(3)	gnature of person authorized to sign)	- 01-FEB-17	(Signat	ture of C	ontracting Officer)		- _epu	uaiy i,∠Ui/
Previous editi	ion unusable				UBLIC SERV C SIVIANDSIR OF ^P REGNIDEU DV	N FORM		

Modification P00033 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Provide funding in the amount of \$644,796.35 for January 1, 2017 to January 31, 2017 (month 60 of 600) for SubCLINs 0005AD Monthly Utility Service Charge (MUSC) and 0056AC Initial System Deficiency Correction (ISDC) surcharge under ACRN AL.
 - 2) Establish CLIN 0006 and subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$516,680.00 for February 1, 2017 to March 31, 2017 (Months 61-62) under ACRN AM.
 - 3) Revise Schedule B.4 Monthly Utility Service Charge Schedule 1, to decrease the scheduled MUSC from \$258,340.00 to \$245,094.00. Hardin County Water District 1 (HCWD1) requested that the MUSC not increase. As a result, this decreases the contract value by \$158,952.00.
 - 4) Revise Schedule B.6 Capital Improvement Projects to remove Project six (6) Line Improvement Gold Vault Area in the amount of \$163,000.00.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0005AD, 0056AC, and 0006AA:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-59 of 60 ACRN: AL Period of performance: October 1, 2016- December 31, 2016	3	Мо	\$245,094.00	\$735,282.00
0005AE	Month 60 of 60 ACRN: TBD Period of performance: January 1 2017- January 31, 2017	1	Mo	\$245,094.00	\$245,094.00

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total F	Price	
0005AD	Month 57-60 of 60 ACRN: AL Period of performance: October 1, 2016- January 31, 2017	4	Мо	\$245,094.00	\$980,3	REC	EIVED
LIN 0056	AC is hereby revised as follo	ows:				PUBL COI	IC SERVICE MMISSION

SubC

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-59 of 60 ACRN: AL Period of performance: October 1, 2016- December 31, 2016	3	Мо	\$399,702.35	\$1,199,107.05
0056AD	Month 60 of 60 ACRN: TBD Period of performance: January 1, 2017- January 31, 2017	1	Мо	\$399,702.35	\$399,702.35

TO:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-59 of 60 ACRN: AL Period of performance: October 1, 2016- January 31, 2017	4	Мо	\$399,702.35	\$1,598,809.40

CLIN 0006 and subCLIN 0006AA are hereby established:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

C. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.4 is revised as follows:

B.4 Monthly Utility Service Charge - Schedule 1

The Contract Year 6 MUSC is reduced from \$258,340.00 to \$245,094.00, as HCWD1 requested the MUSC to remain unchanged.

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	RECEIVED Annual Utility Service Charge 1/24/2020
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2, 95(1)29(4)0 0 SERVICE
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,95 40064/dVIISSION
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,95 <mark>Q,56K,5NTUCKY</mark>
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,004.00

COMMISSION OF KENTUCKY

5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00
11	\$281,786.00			\$281,786.00	\$3,381,432.00
12	\$286,725.00			\$286,725.00	\$3,440,700.00
13	\$291,751.00			\$291,751.00	\$3,501,012.00
14	\$296,864.00			\$296,864.00	\$3,562,368.00
15	\$302,067.00			\$302,067.00	\$3,624,804.00
16	\$307,361.00			\$307,361.00	\$3,688,332.00
17	\$312,748.00			\$312,748.00	\$3,752,976.00
18	\$318,230.00			\$318,230.00	\$3,818,760.00
19	\$323,807.00			\$323,807.00	\$3,885,684.00
20	\$329,483.00			\$329,483.00	\$3,953,796.00
21	\$335,258.00			\$335,258.00	\$4,023,096.00
22	\$341,134.00			\$341,134.00	\$4,093,608.00
23	\$347,113.00			\$347,113.00	\$4,165,356.00
24	\$353,196.00			\$353,196.00	\$4,238,352.00
25	\$359,387.00			\$359,387.00	\$4,312,644.00
26	\$365,686.00			\$365,686.00	\$4,388,232.00
27	\$372,095.00			\$372,095.00	\$4,465,140.00
28	\$378,616.00			\$378,616.00	\$4,543,392.00
29	\$385,252.00			\$385,252.00	\$4,623,024.00
30	\$392,005.00			\$392,005.00	\$4,704,060.00
31	\$398,875.00			\$398,875.00	\$4,786,500.00
32	\$405,866.00			\$405,866.00	\$4,870,392.00
33	\$412,980.00			\$412,980.00	\$4,955,760.00
34	\$420,218.00			\$420,218.00	\$5,042,616.00
35	\$427,583.00			\$427,583.00	\$5,130,996.00
				\$435,077.00	
36	\$435,077.00 \$442.703.00			\$435,077.00	\$5,220,924.00 \$5,313,436.00
37	\$442,703.00				\$5,312,436.00 \$5,405,544.00
38	\$450,462.00			\$450,462.00	\$5,405,544.00
39	\$458,357.00			\$458,357.00	\$5,500,284.00
40	\$466,390.00			\$466,390.00	\$5,596,680.00
41	\$474,565.00			\$474,565.00	\$5,694,780.00
42	\$482,882.00			\$482,882.00	\$5,794,584.00
43	\$491,346.00			\$491,346.00	\$5,896,152.00
44	\$499,957.00			\$499,957.00	\$5,999,484.00
45	\$508,720.00			\$508,720.00	\$6.104.640.00
46	\$517,636.00			\$517,636.00	\$6,211,632.00
47	\$526,709.00			\$526,709.00	\$6, 22, 08 ¢b V
48	\$535,940.00			\$535,940.00	\$6,431,280.00
49	\$545,334.00			\$545,334.00	\$6,544, b1 8. 24 /2020
50	\$554,892.00			\$554,892.00	\$6,658,704,00 SERVICE
					COMMUCCIONI

D. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.6 Capital Improvement Projects is revised as follows:

Project No.	Year 6 – 10 Project Name	CIP Totals
1	Muldraugh WTP Improvements	\$4,845,000.00
2	1.5 MG Old Ironsides Tank	\$5,054,000.00
3	1.5 MG Education Center Tank	\$5,060,000.00
4	Park Road 14' Main Extension	\$290,000.00
5	Automatic Flusher Installed in Dietz Area	\$13,000.00
6	Line Improvement - Gold Vault Area	\$1 63,000.00
7	Line Improvements - North Frazier Area	\$30,000.00
8	Line Improvements - 7th Armon Division Cut off Road	\$143,000.00
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00
10	Installation of Check Valves New Education Center Tank	\$70,000.00
11	Remove Frazier Tank	\$76,000.00
12	Remove Van Voorhis Tank	\$60,000.00
13	Remove Prichard Tank	\$76,000.00
14	Automatic Flusher Installed in Dietz Area	\$13,000.00
15	Automatic Flusher Installed in Prichard Area	\$13,000.00
16	Remove HRC Tank	\$76,000.00
17	Remove Fort Knox High School Tank	\$76,000.00
18	Remove Old Ironside Tank	\$76,000.00
	Total:	\$16,293,000.00

E. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AL is hereby increased in the amount of \$644,796.35. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

Line of Accounting.		
ACRN AL 02120172017 2020000 A2ABH 1310790	QDPW 2334 0010940300 S.00459	978.28.3 021001
\$2,579,185.40		
MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
	Amend 1	\$644,796.35
	Amend 2	\$644,796.35
	Total	\$2,579,185.40
Funding		
Breakdown		
P00031	On CLIN 0005 (subCLIN	KECEIVEL
	0005AD)	\$490,188.00
P00031	On CLIN 0056 (sub CLIN	11/24/2020
	0056AC)	PURI C \$799,404.70
P00032	On CLIN 0005 (subCLIN	1 ODLIO OLIVIOL
	0005AD)	COMMISSION OF KE\$245;Q94.00
P00032	On CLIN 0056 (sub CLIN	\$399,702.35

Modification P00033 SP0600-11-C-8271 Fort Knox, KY

	0056AC)	
P00033	On CLIN 0005 (subCLIN	
	0005AD)	\$245,094.00
P00033	On CLIN 0056 (sub CLIN	
	0056AC)	\$399,702.35
Total Funding for ACRN AL		\$2,579,185.40

ACRN AM is hereby established in the amount of \$516,680.00. Funds are provided under the Direct Cite MIPR Number

MIPR10969832 Basic as follows:

	CRN AM 02120172017 2020000 A2ABH 131079 3 16,680.00	QDPW 2334 0010969832 S.0045	978.28.3 021001
,	MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
		Total	\$516,680.00
	Funding Breakdown		
	P00033	On CLIN 0006 (subCLIN	
		0006AA)	\$516,680.00
	Total Funding for ACRN AM		\$516,680.00

F. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$41,342,633.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state

 (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute that. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed vice to by the parties. If after such notification additional funds are not allotted by the date identified imminaterangent ucky items for which additional funds have not been allotted, pursuant to the clause of this contract entitled

"Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- G. The total amount obligated is increased by \$1,161,476.35 from \$40,181,157.11 to \$41,342,633.46.
- H. The total value of the contract is decreased by \$158,952.00 from \$250,523,961.46 to \$250,365,009.46.
- I. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMEN	IDMENT OF SOLICITATIO)N/MOD	IFICATION C	OF CONTRACT	1. (CONTRACT ID CO	DDE	PAGE 0	OF PAGES
2. AMENDME	NT/MODIFICATION NUMBER	3. EF	FECTIVE DATE	4. REQUISITION/PURCHAS	SE REQ	UISITION NUMBER	5. PROJEC	T NUMBER	(If applicable)
P00034		See	Block 16C						
6. ISSUED BY	CODE	E SP(0600	7. ADMINISTERED BY	(If oth	er than Item 6)	CODE		
8725 JOHN FORT BEL Buyer/Sym	Y – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 lbol: Matthew Fox/DLA Energy-FEEB 703) 617-1421 E-MAIL: Matthew.fox	BB							
8. NAME ANI	D ADDRESS OF CONTRACTOR (No	O., street c	ity, county, State ,	and ZIP Code)		9A. AMENDMEN	NT OF SOLIC	ITATION NU	 JMBER
1400 Rogersy Radcliff, KY 4 Phone: (270) Fax: (270) 35	10160-9343 351-3222 ext. 208 i2-3055 uce, General Manager 402811					9B. DATED (SEE	TION OF CON SP06		DER NUMBER
CODE		FACILITY (CODE		-	5	SP0600-11	1-C-8271	i
I	11. THIS IT	TEM ONL	Y APPLIES TO	AMENDMENTS OF	SOLIC	CITATIONS			
submitted; or (c ACKNOWLEDO IN REJECTION communication specified. 12. ACCOUNT		ication which DE DESIGNA Dendment you unication make equired) riation Da APPLIES THE CON PURSUANT	h includes a reference ATED FOR THE REC u desire to change ar kes reference to the s ata S ONLY TO MOD ITRACT/ORDER TO: (Specify authorit	DIFICATIONS OF CORNUMBER AS DESCRIPTIONS OF C	DNTRA	at numbers. FAILUR E HOUR AND DATI Inge may be made I and is received prior to ACTS/ORDER: ED IN ITEM 14. N ITEM 14 ARE MA HANGES (such as	RE OF YOUR E SPECIFIED by letter or ele to the opening S. DE IN THE CO	MAY RESU ectronic g hour and d	late
	C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTER	ED INTO PURSUAN	IT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification	and authori	ty)						
E. IMPORT	TANT: Contractor is not	is require	d to sign this do	cument and return <u>0</u>	copies	s to the issuing	office.		
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Organized b	y UCF section head	lings, including solicitatio	n/cont	ract subject matte	er where feasi	ble.)	
Except as provi	Fo	See A	Potable Water Additional Page	tility Privatization Co r Utility System es for Further Details	S.		and in full force	e and effect	
	ND TITLE OF SIGNER (Type or print)	, adduttiont i		16A. NAME AND TITLE O					·
				CARL SILVERS					ICER
15B. CONTRAC	CTOR/OFFEROR	15		16B. UNITED STATES OF		•			TE SIGNED
(S	ignature of person authorized to sign)			(Signatur	re of Co	ontracting Officer)	KE(- viar : P	30 20 7
Previous edit	ion unusable					STANDAR Prescribed by			

Modification P00034 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Increase subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$245,094.00 for April 1, 2017 to April 31, 2017 (Months 63) under ACRN AM.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AA is hereby increased:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$735,282.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AM is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

Amend 1-1 Total	\$245,094.00 \$761,774.00
Total	\$761,774.00
subCLIN R	ECEIVEL \$516,680.00
subCLIN	11/24/2020
	\$245,094.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is he eby updated:

Modification P00034 SP0600-11-C-8271 Fort Knox, KY

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$41,587,727.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies on petite service contract is fully funded except with regard to the rights or obligations of the parties concerning equipation adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$245,094.00 from \$41,342,633.46 to \$41,587,727.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMEN	IDMENT OF SOLICITATION	ON/MC	DDIFICATION (OF CONTRACT	1. (CONTRACT ID CO	DE	PAGE	OF PAGES
2. AMENDME	NT/MODIFICATION NUMBER	3.	EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQ	UISITION NUMBER	5. PROJEC	T NUMBE	4 R (If applicable)
P00035		s	see Block 16C						
6. ISSUED BY	CODI		SP0600	7. ADMINISTERED BY	(If othe	er than Item 6)	CODE		
8725 JOHN FORT BEL Buyer/Sym	Y – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 abol: Rosa Holbrook/DLA Energy-FEE 703) 617-9656 E-MAIL: <u>Rosa.Holbro</u>	EBA							
8. NAME AND	D ADDRESS OF CONTRACTOR (N	O., stree	et city, county, State ,	and ZIP Code)		9A. AMENDMEN	NT OF SOLIC	ITATION I	NUMBER
	y Water District No. 1				_				
1400 Rogersv Radcliff, KY 4					$ \sqcup $	9B. DATED (SEE	E ITEM 11)		
` ,	351-3222 ext. 208				l				
Fax: (270) 35: POC : Jim Bru	2-3055 ruce, General Manager					10A. MODIFICAT	TION OF CON	ITRACT/O	RDER NUMBER
DUNS # 1304	402811				\boxtimes		SP06	00	
CAGE #316V	'9					10B. DATED (SE	EE ITEM 13)		
CODE		T _{EACILI}	TY CODE		-	5	SP0600-11	1-C-827	71
CODE	11. THIS I	I.		AMENDMENTS OF S					
The above i	numbered solicitation is amended as set for	orth in Ito	m 14. The hour and date	a appointed for receipt of Offic	·ro	is extended.	☐ is not a	xtended.	
	numbered solicitation is amended as set to knowledge receipt of this amendment prior							xtenaea.	
	ing items 8 and 15, and returning			t; (b) By acknowledging recei		`	o .	heoffer	
submitted; or (c	c) By separate letter or electronic commun	ication w	hich includes a reference	e to the solicitation and amer	ndment	t numbers. FAILUR	RE OF YOUR		
	GMENT TO BE RECEIVED AT THE PLACE								BULT
	N OF YOUR OFFER. If by virtue of this am n, provided each letter or electronic commu		-				=		data
specified.	, provided each letter of electronic commo	Micauon	makes reference to the a	3011Citation and this amendin	ent, an	d is received prior i	to the oberming	110ui anu	date
	TING AND APPROPRIATION DATA (If re								
	on G, Accounting and Approp		Data						
				DIFICATIONS OF COR NUMBER AS DESC					_
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED F	PURSUA	NT TO: (Specify authorit	ty) THE CHANGES SET FOR	RTH IN	ITEM 14 ARE MA	DE IN THE CO	ONTRACT	ORDER
	NUMBER IN ITEM 10A.								
	constant			=- ~~= =:					
\boxtimes	B. THE ABOVE NUMBERED CONTRAC appropriation data, etc.) SET FORTH						changes in pa	ying office),
	C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENT	TERED INTO PURSUAN	T TO AUTHORITY OF:					
	0. 17.112 33 .1. 33 .1.								
	D. OTHER (Specify type of modification	and auth	nority)						
	🔽								
	「ANT: Contractor ⊠ is not □								
14. DESCRIPTI	TION OF AMENDMENT/MODIFICATION (Organize	ed by UCF section head	lings, including solicitation	n/contr	ract subject matte	r where feasi	ble.)	
	_	. 17	14 of the 14	enie 5 i en sales Oe		•			
	F	ort Kno		tility Privatization Co	ntrac	ot			
		Sec		r Utility System es for Further Details	_				
		366	3 Additional Fage	3 IUI FUITIIGI Detaile	٠.				
Eveent ee provi	ided herein, all terms and conditions of the	a daauma	ant referenced in Item OA	or 104 on haratafara aban	and ro	mains unabanged	and in full fora	a and offa	ot.
	ND TITLE OF SIGNER (Type or print)	, docume	int referenced in item 9A	16A. NAME AND TITLE O					<u>. </u>
				CARL SILVERS	·TOI	NE CONTI	D A C T I NI	G OE	EICED
45D CONTDA	CTOR/OFFEROR			16B. UNITED STATES OF		•	KACIIN		_
ISB. CONTRAC	CTOR/OFFEROR		ISC. DATE SIGNED	10B. UNITED STATES OF	AIVIER	IICA		160. 0	ATE SIGNED
(S.	ignature of person authorized to sign)			(Sianatur	e of Co	ontracting Officer)	IKE(– <mark>M</mark> a	/ (/0, 20 1 /
(.g µ			(0.9.14111		<u> </u>	<u> </u>		
Previous editi	ion unusable								<mark>020</mark> 1/2016)
						Prescribed by	GOA FAK (40 CFK)	JJ.Z4J

- A. The purpose of this modification is to:
 - 1) Provide funding to subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$490,188.00 for May 1, 2017 to June 30, 2017 (Months 64-65) under ACRN AM.
 - 2) Revise Section G "G.5 Accounting and Appropriation Data" to reflect the more accurate amendment number 1-1.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,251,962.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AM is hereby funded in the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 2334 0010969832 S.0045978.28.3 021001 \$1,251,962.00						
MIPR10969832 dated December 27, 2016	Basic	\$516,680.00				
MIPR10969832 dated March 21, 2017	Amend 1-1	DEC \$245,994.99				
MIPR10969832 dated April 28, 2017	Amend 2	\$490 / 188.68				
	Total	11/2/4/25/12962.00				
Funding Breakdown P00033	On CLIN 0006 (subCLIN	PUBLIC SERVICE COMMISSION OF KENTUCKY				
	0006AA)	\$576,680.00				

OF KENTUCKY

Modification P00034 SP0600-11-C-8271 Fort Knox, KY

P00034	On CLIN 0006 (subCLIN	
	0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN	
	0006AA)	\$490,188.00
Total Funding for ACRN AM		\$1,251,962.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$42,077,915.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the date the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds, by the date of the Government to allot additional funds. below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under 20 this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the temsposing the prices time of delivery, or both. Failure to agree to any such equitable adjustment hereunder vill be achispussion concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$490,188.00 from \$41,587,727.46 to \$42,077,915.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION	1. CONTRACT ID CO	DE PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NUMBER 3. EFFECTIVE D		4. REQUISITION/PURCHA	ASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
P00036	See Block 16C				
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Rosa Holbrook/DLA Energy-FEEBA PHONE: (703) 617-9656 E-MAIL: Rosa.Holbrook@		,			
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	and ZIP Code)	9A. AMENDMEN	IT OF SOLICITATION NUMBER	
Hardin County Water District No. 1					
1400 Rogersville Road Radcliff, KY 40160-9343			9B. DATED (SEE	: ITEM 11)	
Phone: (270) 351-3222 ext. 208					
Fax: (270) 352-3055 POC: Jim Bruce, General Manager			10A. MODIFICAT	TION OF CONTRACT/ORDER NUMBER	
DUNS # 130402811			SP0600		
CAGE #316V9			10B. DATED (SEE ITEM 13)		
CODE	CILITY CODE		- s	P0600-11-C-8271	
1	ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS		
The above numbered solicitation is amended as set forth	in Item 14. The hour and dat	e specified for receipt of Off	fers is extended.	is not extended.	
Offers must acknowledge receipt of this amendment prior to t					
(a) By completing items 8 and 15, and returning		t; (b) By acknowledging rec	•	• • • • • • • • • • • • • • • • • • • •	
submitted; or (c) By separate letter or electronic communicati					
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE D IN REJECTION OF YOUR OFFER. If by virtue of this amend					
communication, provided each letter or electronic communication		•			
specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If requir					
See Section G, Accounting and Appropriat		DIFIGATIONS OF O	0NTD 4 0T0 (0DD ED)		
	PLIES ONLY TO MOI			S.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR				DE IN THE CONTRACT ORDER	
NUMBER IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				changes in paying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 ChangesFixed Price				
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor \square is not \boxtimes is r	required to sign this do	cument and return 1	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	anized by UCF section hea	dings, including solicitatio	on/contract subject matte	where feasible.)	
Fort	Knox, Kentucky – U	tility Privatization C	ontract		
		r Utility System			
	See Additional Page	es for Further Detail	ls.		
Except as provided herein, all terms and conditions of the doc	cument referenced in Item 9/	or 10A, as heretofore char	nged, remains unchanged a	and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE	OF CONTRACTING OFFIC	ER (Type or print)	
JIM BRUCE, GENERAL MANAGE	R	CARL SILVE	STOKE, EQUIV	AGT NG OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES O	AMERICA	16C. DATE SIGNED	
Jumis auce	10 1	11/24/2020	June 16, 2017		
(Signature of person authorized to sign)	- 16-JUN-2017	(Signatu	ure of Contracting Officer)		
Previous edition unusable			PUBLIC SERVICE COMMUNICATION	GSA FAR (48 CFR) 53.243	
			OF KENTUCK	Υ	

- A. The purpose of this modification is to:
 - 1) Provide funding to subCLIN 0006AA for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$735,282.00 for July 1, 2017 to September 30, 2017 (Months 66-68) under ACRN AM
 - 2) Remove DFARS 252.204-7012, Safeguarding Unclassified Controlled Technical Information (Nov 2013) from section I.3 DFARS Clauses Incorporated by Reference
 - 3) Add DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016) to Section I.5 Other Clauses as I.5.5 Safeguarding Covered Defense Information and Cyber Incident Reporting.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AM is hereby funded in the amount of \$735,282.00. Funds are provided under the Direct Cite MIPR Number MIPR0010969832 Amendment 3 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$735,282.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

AC	CRN AM 02120172017 2020000 A2ABH 131079	QDPW 2334 0010969832 S.00459	78.28	3.3 0	21001	
	,987,244.00				1/24/2020	
	MIPR10969832 dated December 27, 2016	Basic	1		\$516,680	
	MIPR10969832 dated March 21, 2017	Amend 1-1		PUE	SLIC \$2.45\092	¥.00
	MIPR10969832 dated April 28, 2017	Amend 2		OF	KEN490188	3.00
	MIPR10969832 dated June 8, 2017	Amend 3			\$735,282	2.00

	Total	\$1,987,244.00
Funding Breakdown		
P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
P00036	On CLIN 0006 (subCLIN 0006AA)	\$735,282.00
Total Funding for ACRN AM	,	\$1,987,244.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$42,813,197.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this centract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which 200 covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be REPUCE accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated

below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. Section I is hereby updated with the following clause 252.204-7012 (Oct 2016) under I.5.5 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
 - I.5.5 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 an incation that it V subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, it disseminated (2020) for distribution statements B through F using the criteria set forth in DoD Instruction 52 30.24, Distribution Statements on Technical Documents. The term does not include information that I was a commission of Kentucky

"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 (II) 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 subjected the KY security requirements specified elsewhere in this contract.

11/24/2020

PUBLIC SERVICE COMMISSION

OF KENTUCKY

Modification P00036 SP0600-11-C-8271 Fort Knox, KY

- (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.dibcsia@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 4/2020 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 SERVICE accessed as a result of the incident in order to identify compromised covered defense Information Myssion 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 CEIVED (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) 10/24/2020

(5) To a support services contractor ("recipient") that is directly supporting Government activities under VICE a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third Partyon OF KENTUCKY 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.
- (I) 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)

- F. The total amount obligated is increased by \$735,282.00 from \$42,077,915.46 to \$42,813,197.46.
- G. The total value of the contract remains unchanged at \$250,365,009.46.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

AMEN	NDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	ODE	PAGE	OF	PAGES
CONTRACTOR OF THE PROPERTY.	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISITION NUMBER	5. PROJEC	T NUMBE	R (If	applicable)
P00037		See Block 16C						
6725 JOHN FORT BEL' Buyer/Symi	Y CODE Y – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 hbol: Heather M. Thomas/DLA Energy-F 703) 617-1485 E-MAIL: Heather.M.Thor	SP0600 FEEBA mas@dla.mil P.P. 8.2	7. ADMINISTERED BY	(If other than Item 6)	CODE			
8. NAME ANI	D ADDRESS OF CONTRACTOR (NO.,	, street city, county, State ,	,and ZIP Code)	9A. AMENDME	NT OF SOLK	CITATION	NUM	BER
1400 Rogersv Radcliff, KY 4 Phone: (270) Fax: (270) 35; POC: Jim Br DUNS # 1304 CAGE #316V	40160-9343 1351-3222 ext. 208 52-3055 ruce, General Manager 402811			9B. DATED (SE	ATION OF CO	600		R NUMBER
CODE		ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF		SP0000-1	1-6-02	71	
(a) By completing submitted; or (c) ACKNOWLEDG IN REJECTION communication specified.	cknowledge receipt of this amendment prior to ting items 8 and 15, and returning	copies of the amendment ation which includes a reference DESIGNATED FOR THE REC dment you desire to change ar cation makes reference to the s sired)	nt; (b) By acknowledging receive to the solicitation and americally of the solicitation and americally of the solicitation and this amendments.	eipt of this amendment on endment numbers. FAILUI TO THE HOUR AND DAT uch change may be made nent, and is received prior	n each copy of RE OF YOUR TE SPECIFIED by letter or el r to the openin	R D MAY RE lectronic		
JHECK ONE	IT MODIFIES TH	HE CONTRACT/ORDER	R NUMBER AS DESC	RIBED IN ITEM 14	i.	CONTRAC	TOP	5.50
U U	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	(SUANT TO: (Specify authority	TY) THE CHANGES SET FOR	KIT IN HEW IT ARE NO	AUE IN THE	SONTRAC	II OK	DER
\boxtimes	B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH IN				changes in p	naying offic	e,	
П	C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO PURSUAN	NT TO AUTHORITY OF:					TIE
	D. OTHER (Specify type of modification and	nd authority)						
E. IMPORT	TANT: Contractor ⊠ is not □ is	required to sign this do	ocument and return 0	copies to the issuing	g office.			
14. DESCRIPT	TION OF AMENDMENT/MODIFICATION (Org	ganized by UCF section hear	dings, including solicitation	n/contract subject matt	er where feas	sible.)		
	For		Utility Privatization Co er Utility System es for Further Details					
Except as prov	vided herein, all terms and conditions of the do	ocument referenced in Item 9/	A or 10A, as heretofore chan	ged, remains unchanged	and in full for	rce and eff	ect.	
15A. NAME A	AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O				EIC	·CD
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF		RACTI			SIGNED
			SILVERSTONE.CA	R Digitally signed by		det		6,201
(5	Signature of person authorized to sign)		L.13770230 /\$/@ natur	e of Contracting Officer)	-0110	4-		
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OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to establish and provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$490,188.00 for October 1, 2017 to November 30, 2017 (Months 69-70) under ACRN AN
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the establishment and funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,941,128.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price	
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2018	8	Мо	\$245,094.00	\$1,960,752.00	
0006AB	Month 69-72 ACRN: AN (\$490,188.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00	EIVED

C. Section G - Contract Administration Data - As a result of the changes described in Paragraphy ALIC SERVICE Section G.5 is revised as follows: COMMISSION OF KENTUCKY

G.5 Accounting and Appropriation Data

ACRN AN is hereby established in the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Basic as follows:

ACRN AN 02120182018 2020000 A2ABH 131079 \$490,188.00	QUTS 233H 0011100059 S.0045978.2	28.3 021001
MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
	Total	\$490,188.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN 0006AB)	\$490,188.00
Total Funding for ACRN AN		\$490,188.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,303,385.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identifi@4i@020 paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in the local plus in the lo

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$490,188.00 from \$42,813,197.46 to \$43,303,385.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION	OF CONTRACT	1. CONTRACT ID CO	DE	PAGE OF	PAGES 4	
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	T NUMBER (I	
P00038	See Block 16C					
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy- PHONE: (703) 617-1485 E-MAIL: <u>Heather.M.Tho</u>	FEEBA					
8. NAME AND ADDRESS OF CONTRACTOR (NO	., street city, county, State	,and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NUN	/BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE 10A. MODIFICA 10B. DATED (S.	TION OF CON SP06		ER NUMBE
	54.0U ITV 00D5		(6.	SP0600-11	1-C-8271	
J	FACILITY CODE EM ONLY APPLIES TO	AMENDMENTS OF S		31 0000 11	. 0 0271	
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E. IMPORTANT: Contractor ⊠ is not □ is						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (O				·	'h/o \	
	rt Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Co r Utility System es for Further Details	ntract ged, remains unchanged F CONTRACTING OFFICE	and in full force	e and effect. print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. DATI	E SIGNED
(Signature of person authorized to sign)		(Signature	e of Contracting Officer)	KE		1btr-01,
Previous edition unusable		<u>'</u>	STANDAR Prescribed by	D FORM :	1/24/202 30 (REV. ¼©₽₽Б3	11/2016)

STANDARD FORM 30 (REV. 11/2016 Prescribed by GSA PA時場で辞儀が担係 COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$245,094.00 for December 1, 2017 to December 31, 2017 (Month 71) under ACRN AN.
 - 2) Correct an administrative error in quantified in P00037, as subCLIN 0006AA's Period of Performance should read as: February 1, 2017- September 30, 2017.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the Period of Performance in subCLIN 0006AA and funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0006 is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2018	8	Мо	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$490,188.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Tota	l Price	
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 –	8	Мо	\$245,094.00			EIVED
0006AB	September 30, 2017 Month 69-72 ACRN: AN	4	Мо	\$245,094.00	\$980	PUBLI COM	24/2020 C SERVICE IMISSION ENTUCKY

(\$735,282.00)
Period of performance:
October 1, 2017- January
31, 2018

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AN is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Amend 1 as follows:

ACRN AN 02120182018 2020000 A2ABH 131079	QUTS 233H 0011100059 S.0045978	3.28.3 2020000
\$245,094.00	·	
MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
Dated November 29, 2017	Amend 1	\$245,094.00
	Total	\$735,282.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN	
	0006AB)	\$490,188.00
P00038	On CLIN 0006 (subCLIN	
	0006AB)	\$245,094.00
Total Funding for ACRN AN		\$735,282.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,548,479.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the 4/2020 Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state RVICE (1) the estimated date when that point will be reached and (2) an estimate of additional needed to continue performance of applicable line items up to the next scheduled date for allothern plicky funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The

notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$245,094.00 from \$43,303,385.46 to \$43,548,479.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMEN	IDMENT OF SOLICITATION	N/MODIFICATION (OF CONTRACT	1. CONTRACT	D CODE	PAGE OF PAGES
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISITION NUM	BER 5. PROJE	CT NUMBER (If applicable
P00039		See Block 16C				
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY	(If other than Item	6) CODE	
8725 JOHN FORT BEL Buyer/Sym	Y – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 VOIR, VA 22060-6222 Ibol: Heather M. Thomas/DLA Energy 703) 617-1485 E-MAIL: <u>Heather.M.T</u>	FEEBA				
8. NAME ANI	D ADDRESS OF CONTRACTOR (N	O., street city, county, State	,and ZIP Code)	9A. AMEN	DMENT OF SOL	ICITATION NUMBER
Hardin Count	y Water District No. 1					
1400 Rogers					(0==========	
Radcliff, KY 4	-0160-9343 -351-3222 ext. 208			9B. DATED	(SEE ITEM 11)	
Fax: (270) 35					=======================================	
POC : Jim Bri	uce, General Manager			10A. MODI		ONTRACT/ORDER NUMBER
DUNS # 1304 CAGE #316V				10B, DATE		0600
CAGE #316V	9			10B. DATE	D (SEE ITEM 13))
CODE		FACILITY CODE			SP0600-	11-C-8271
CODE	11. THIS IT	TEM ONLY APPLIES TO	AMENDMENTS OF S	 		
	numbered solicitation is amended as set for knowledge receipt of this amendment prior					t extended.
	ng items 8 and 15, and returning	•	t; (b) By acknowledging rece	• •	•	of the offer
	c) By separate letter or electronic commun	•	, ,	•		
	GMENT TO BE RECEIVED AT THE PLAC					
IN REJECTION	OF YOUR OFFER. If by virtue of this am	endment you desire to change a	n offer already submitted, su	ch change may be n	nade by letter or e	electronic
	, provided each letter or electronic commu	nication makes reference to the	solicitation and this amendm	ent, and is received	prior to the openi	ng hour and date
specified.						
	TING AND APPROPRIATION DATA (If re	-				
See Section	on G, Accounting and Approp					
		APPLIES ONLY TO MOI THE CONTRACT/ORDER				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED F					CONTRACT ORDER
	NUMBER IN ITEM 10A.					
\boxtimes	B. THE ABOVE NUMBERED CONTRAC appropriation data, etc.) SET FORTH				ch as changes in	paying office,
				(-/		
	C. THIS SUPPLEMENTAL AGREEMEN	I IS ENTERED INTO PURSUAI	NI TO AUTHORITY OF:			
	D. OTHER (Specify type of modification	and authority)				
	ANT: Contractor is not					
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Organized by UCF section hea	dings, including solicitation	n/contract subject i	matter where fea	sible.)
	_					
	F	ort Knox, Kentucky – U		ontract		
			r Utility System es for Further Details	_		
		See Additional Page	es ioi Fuitilei Details	o.		
	ided herein, all terms and conditions of the	document referenced in Item 9A	,	_		
15A. NAME AI	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	F CONTRACTING	JFFICER (Type o	or print)
			CARL SILVERS	STONE, CO	NTRACTI	NG OFFICER
15B. CONTRAC	CTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. DATE SIGNED
					IRF	CEIVED
(S	ignature of person authorized to sign)		(Signatur	re of Contracting Off	icer)	<mark>→ ⊎a</mark> n⊌ally 9, 2 046
, -			, 5			11/24/2020
Previous edit	ion unusable			STANE	DARD FORM	// 30 (REV. 11/2016)

STANDARD FORM 30 (REV. 11/2016
Prescribed by GSA PARTIS COMMISSION
OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$245,094.00 for January 1, 2018 to January 31, 2017 (Month 72) under ACRN AN
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AB is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2017	8	Мо	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$735,282.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	To	tal Price	
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 –	8	Mo	\$245,094.00	Total Price \$1,960,752.00		
	September 30, 2018					REC	EIVED
0006AB	Month 69-72 ACRN: AN (\$980,376.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$98	CON	24/2020 C SERVICE IMISSION ENTUCKY

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AN is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Amend 2 as follows:

ACRN AN 02120182018 2020000 A2ABH 13107 \$245,094.00	9QUTS 233H 0011100059 S.0045978.2	28.3 2020000
MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
Dated November 29, 2017	Amend 1	\$245,094.00
Dated December 28, 2017	Amend 2	\$245,094.00
	Total	\$980,376.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN 0006AB)	\$490,188.00
P00038	On CLIN 0006 (subCLIN 0006AB)	\$245,094.00
P00039	On CLIN 0006 (subCLIN 0006AB)	\$245,094.00
Total Funding for ACRN AN	1	\$980,376.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,793,573.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the cate when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding LiCang RVICE needed to continue performance of applicable line items up to the next scheduled date for all GAMM STON funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The KENTUCKY notification will also advise the Contracting Officer of the estimated amount of additional funds that will

be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$245,094.00 from \$43,548,479.46 to \$43,793,573.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AWIENDIVIENT OF SOLICITATION/	WODIFICATION (JF CONTRACT				1	6
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NU	BER	5. PROJEC	T NUMBER	(If applicable)
P00040	See Block 16C						
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-FEI PHONE: (571) 767-9124 E-MAIL: Heather.M.Thoma		7. ADMINISTERED BY	(If other than Item	6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., s		and ZIP Code)	QA AME	IDME	NT OF SOLIC	TATION N	IMRED
	iroot only, dournly, otato	,and En Godoj	9A. AMEI	IDINICI	NI OF SOLIC	HAHONN	JMBEK
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			9B. DATE				
POC: Jim Bruce, General Manager			10A. MOD	FICA	_		RDER NUMBER
DUNS # 130402811 CAGE #316V9			10B. DAT	D (6)	SP06 EE ITEM 13)	500	
C/102 #01070			TOB. DATE	יכן עי	EE IIEW 13)		
· ·	CILITY CODE	AMENDMENTS OF S			SP0600-1	1-C-82 7 ′	1
Offers must acknowledge receipt of this amendment prior to th (a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE IN REJECTION OF YOUR OFFER. If by virtue of this amendm communication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require	copies of the amendmenn which includes a reference SIGNATED FOR THE RECORD	t; (b) By acknowledging recei e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, suc	pt of this amendment adment numbers. F O THE HOUR ANI th change may be	ent on AILUF DAT made	each copy of RE OF YOUR E SPECIFIED by letter or ele	MAY RESU	
See Section G, Accounting and Appropriation	on Data						
		DIFICATIONS OF CO					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A.	UANT TO: (Specify authorio	y) THE CHANGES SET FOR	RTH IN ITEM 14 AI	RE MA	ADE IN THE C	ONTRACT	ORDER
B. THE ABOVE NUMBERED CONTRACT/OF appropriation data, etc.) SET FORTH IN IT				ch as	changes in pa	aying office,	()
B. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.241-7, Change in Rates or			ervices				
D. OTHER (Specify type of modification and a	authority)						
E. IMPORTANT: Contractor is not is re	quired to sign this do	cument and return 1 c	opies to the is	uing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	nized by UCF section head	dings, including solicitation	/contract subject	matte	er where feasi	ible.)	
	Potable Wate	tility Privatization Co r Utility System es for Further Details					
Except as provided herein, all terms and conditions of the docu	ment referenced in Item 9A	or 10A, as heretofore chang	ed, remains uncha	nged	and in full forc	e and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O					
JIM BRUCE, GENERAL MANAGER		CARL SILVERS	TONE, CO	NT	RACTIN	G OFF	ICER
15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA			16C. DA	ATE SIGNED
(Signature of person authorized to sign)	2/20/18	(Signature	e of Contracting Of	ïcer)	RE	€E	₩ _E D
Previous edition unusable	M.				FORM GSA FAR		020 . 11/2016)

STANDARD FORM 30 (REV. 11/2016 Prescribed by SSA FAR (48 CFR) 53 21 CE COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0007AA for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$525,734.00 for February 1, 2018 to March 31, 2018 (Months 73-74) under ACRN AP. Additionally, \$26,956.44 is funded for a portion of April's MUSC (Month 75).
 - 2) Update Section B.4, Monthly Utility Service Charge- Schedule 1, to reflect the new MUSC
 - 3) Update Section G.5, Accounting and Appropriation Data, to deobligate excess funding on ACRN AM in the amount of \$26,492.00.
 - 4) Permanently increase the MUSC beginning February 2018 from \$245,094.00 to \$249,388.78, a total monthly rise of \$4,294.78 (1.7523%) in accordance with the proposed escalation located in the Schedule B.4 Monthly Utility Service Charge Schedule 1 of Section J1 Potable Water Utility System Utilities Privatization Fort Knox, Kentucky.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0007AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0007 and subCLIN 0007AA is hereby established as follows:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$525,734.00) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24
0007AB	Month 81-84 ACRN: TBD Period of performance: October 1, 2018- January 31, 2019	4	Мо	\$249,388.78	\$997,555.12

- C. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.4 is revised as follows:
 - (2) B.4. Monthly Utility Service Charge-Schedule 1 is hereby modified to reflect the increase in MUSC in accordance to Section B.2.2.1:

11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$253,758.82	\$85,968.00	(\$85,968.00)	\$253,758.82	\$3,045,105.84
9	\$258,205.44	\$85,968.00	(\$85,968.00)	\$258,205.44	\$3,098,465.22
10	\$262,729.97	\$85,968.00	(\$85,968.00)	\$262,729.97	\$3,152,759.63
11	\$267,333.79			\$267,333.79	\$3,208,005.44
12	\$272,018.28			\$272,018.28	\$3,264,219.32
13	\$276,784.85			\$276,784.85	\$3,321,418.23
14	\$281,634.95			\$281,634.95	\$3,379,619.44
15	\$286,570.04			\$286,570.04	\$3,438,840.52
16	\$291,591.61			\$291,591.61	\$3,499,099.32
17	\$296,701.17			\$296,701.17	\$3,560,414.04
18	\$301,900.26			\$301,900.26	\$3,622,803.17
19	\$307,190.46			\$307,190.46	\$3,686,285.55
20	\$312,573.36			\$312,573.36	\$3,750,880.33
21	\$318,050.58			\$318,050.58	\$3,816,607.01
22	\$323,623.78			\$323,623.78	\$3,883,485.41
23	\$329,294.64			\$329,294.64	\$3,951,535.73
24	\$335,064.87			\$335,064.87	\$4,020,778.49
25	\$340,936.22			\$340,936.22	\$4,091,234.59
26	\$346,910.44			\$346,910.44	\$4,162,925.29
27	\$352,989.35			\$352,989.35	\$4,235,872.23
28	\$359,174.79			\$359,174.79	\$4,310,097.42
29	\$365,468.60			\$365,468.60	\$4,385,623.26
30	\$371,872.71			\$371,872.71	\$4,462,472.54
31	\$378,389.04			\$378,389.04	\$4,540,668.44
32	\$385,019.55			\$385,019.55	\$4,620,234.57
33	\$391,766.25			\$391,766.25	\$4,701,194.95
34	\$398,631.17			\$398,631.17	\$4,783,573.98
35	\$405,616.38			\$405,616.38	\$4,867,396.55
36	\$412,724.00			\$412,724.00	\$4,952,687.94
37	\$419,956.16			\$419,956.16	\$5,039,473.89
38	\$427,315.05			\$427,315.05	\$5,127,780.59
39	\$434,802.89			\$434,802.89	\$5,217,634.69
40	\$442,421.94			\$442,421.94	\$5,309,063.31
41	\$450,174.50			\$450,174.50	\$5,402,094.02
42	\$458,062.91			\$458,062.91	\$5,496,754.91
43	\$466,089.55			\$466,089.55	\$5,593,074.55
44	\$474,256.83			\$474,256.83	\$5,691,082.00

RECEIVED

11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

45	\$482,567.24	\$482,567.24	\$5,790,806.83
46	\$491,023.26	\$491,023.26	\$5,892,279.13
47	\$499,627.46	\$499,627.46	\$5,995,529.54
48	\$508,382.43	\$508,382.43	\$6,100,589.21
49	\$517,290.82	\$517,290.82	\$6,207,489.83
50	\$526,355.31	\$526,355.31	\$6,316,263.67

D. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AM is hereby decreased in the amount of \$26,492.00. Funds are returned under the Direct Cite MIPR Number MIPR10969832 Amend 3-1.

MIPR10969832 dated December 27,	Basic	\$516,680.00
2016	Busio	ψο το,οσο.σο
MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.00
MIPR10969832 dated April 28, 2017	Amend 2	\$490,188.00
MIPR10969832 dated June 8, 2017	Amend 3	\$735,282.00
MIPR10969832 dated February 6, 2018	Amend 3-1	(\$26,492.00)
	Total	\$1,960,752.00
Funding Breakdown		
P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
P00036	On CLIN 0006 (subCLIN 0006AA)	\$735,282.00
P00040	On CLIŃ 0006 (subCLIN 0006AA)	(\$26,492.00)
Total Funding for ACRN AM	·	\$1,960,752.00

ACRN AP is hereby established in the amount of \$525,734.00. Funds are provided under the Direct Cite MIPR Number MIPR0011141808 Basic as follows:

CRN AP \$525,734.00 02120182018 2020000 A2 21001 2020000		
MIPR0011141808 dated January 26, 2018	Basic	\$525,734.00
	Total	R = (\$525,734/00
Funding Breakdown		11/24/2020
P00040	On CLIN 0007 (subCLIN 0007AA)	PUB\$ \$25,784/00 E
Total Funding for ACRN AP		CS52573400 OF KENTUCKY

E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$44,292,815.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the tems, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder with a construction concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the kianselcky entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the

PUBLIC SERVICE COMMISSION

contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- F. The total amount obligated is increased by \$499,242.00 from \$43,793,573.46 to \$44,292,815.46
- G. The total value of the contract has decreased by \$10,204,871.66 from \$250,365,009.46 to \$240,160,137.80
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION/	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT NUMBER (If applicable
P00041	See Block 16C			
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEEBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@c	lla.mil			
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLICITATION NUMBER
Hardin County Water District No. 1				
1400 Rogersville Road				
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208			9B. DATED (SE	E ITEM 11)
Fax: (270) 352-3055			10A MODIFICA	TION OF CONTRACT/ORDER NUMBER
POC : Jim Bruce, General Manager DUNS # 130402811				SP0600
CAGE #316V9			10B. DATED (S	
				·
CODE	CILITY CODE			SP0600-11-C-8271
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	SOLICITATIONS	
submitted; or (c) By separate letter or electronic communication. ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE IN REJECTION OF YOUR OFFER. If by virtue of this amendance communication, provided each letter or electronic communications specified. 12. ACCOUNTING AND APPROPRIATION DATA (If requires See Section G, Accounting and Appropriate 13. THIS ITEM API	on which includes a reference on which includes a reference ESIGNATED FOR THE RECENT OF THE RECENT O	CEIPT OF OFFERS PRIOR TO IN Offer already submitted, subsolicitation and this amendment of the subsolicitation and this amendment of the subsolicitation and this amendment of the subsolicity of the changes set for the subsolicity of the changes set for the subsolicity of the sub	ndment numbers. FAILUIF O THE HOUR AND DAT ch change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14. RTH IN ITEM 14 ARE MA	RE OF YOUR TE SPECIFIED MAY RESULT by letter or electronic to the opening hour and date RS. ADE IN THE CONTRACT ORDER
D. OTHER (Specify type of modification and				
E. IMPORTANT: Contractor ⊠ is not □ is re	equired to sign this do	cument and return 0. c	onies to the issuinc	office
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organical Control of Co	·	_	·	<u></u>
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	mized by OCF Section nead	ungs, including solicitation	vcomract subject matte	# Wilete leasible.)
	Potable Wate	tility Privatization Co r Utility System es for Further Details		
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A	or 10A as heretofore chang	ned remains unchanged	and in full force and effect
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	-	
(.)				RACTING OFFICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	RECEIVED
(Signature of person authorized to sign)		(Signatur	e of Contracting Officer)	Aprille7/20le U
Previous edition unusable	<u> </u>		STANDAR Prescribed by	11/24/2020 RD FORM 30 (REV. 11/2016) GSA PAREUS REFERMANT

STANDAR D FORM 30 (REV. 11/2016 Prescribed by GSA PAR 46 全年 RSA SA PAR 46 PAR 46

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0007AA for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$1,469,376.24 for April 1, 2018 to September 30, 2018 (Months 75-80) under ACRN AP.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0007AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0007 and subCLIN 0007AA are hereby updated as follows: From:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$525,734.00) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24

TO:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AP is hereby increased in the amount of \$1,469,376.24 from \$525,734.00 to \$1,995,110.24. Funds are provided under the Direct Cite MIPR Number MIPR0011141808 Amend 1 as follows:

A(CRN AP \$1,995,110.24 02120182018 2020000	A2ABH 131079QUTS 2334 0011	141 08 50046978.36.E.C
	MIPR0011141808 dated January 26, 2018	Basic	1 \$ <i>5</i> 25 / <i>3</i> 34 000
	MIPR0011141808 dated March 30, 2018	Amend 1	P\$11469276424
		Total	\$0,995,3310,24
	Funding Breakdown		OF KENTUCKY

P00040	On CLIN 0007 (subCLIN	
	0007AA)	\$525,734.00
P00041	On CLIN 0007 (subCLIN	
	0007AA)	\$1,469,376.24
Total Funding for ACRN AP		\$1,995,110.24

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$45,762,191.7 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (20) 20 of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of service prices (including appropriate target, billing, and ceiling prices where applicable) of the items, ocimulasion time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a faithful to the concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$1,469,376.24 from \$44,292,815.46 to \$45,762,191.70
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

AMEN	IDMENT OF SOLICITATION	/MODIFICATION C	OF CONTRACT	1. COI	NTRACT ID CO	DE	PAGE 1	OF PAGES 4
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISI	ITION NUMBER	5. PROJECT	T NUMBER	R (If applicable
P00042		See Block 16C						
8725 JOHN FORT BEL Buyer/Sym	CODE CGY – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 VOIR, VA 22060-6222 bol: Jeremy Baxter/DLA Energy-FEEB (703) 223-2315 E-MAIL: jeremy.baxter		7. ADMINISTERED BY	(If other t	han Item 6)	CODE		
8. NAME ANI	D ADDRESS OF CONTRACTOR (NO.	, street city, county, State ,	and ZIP Code)	9/	A. AMENDMEI	NT OF SOLIC	ITATION N	JUMBER
1400 Rogersv Radcliff, KY 4 Phone: (270) Fax: (270) 35	0160-9343 351-3222 ext. 208 2-3055 uce, General Manager 102811			10	B. DATED (SEE	TION OF CON SP06		RDER NUMBEI
CODE	F	ACILITY CODE			5	SP0600-11	1-C-827	1
ı	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	SOLICIT	ATIONS			
(a) By completing submitted; or (continuous ACKNOWLEDO IN REJECTION communication specified.		copies of the amendment tition which includes a reference DESIGNATED FOR THE REC dment you desire to change are cation makes reference to the suired) ation Data PPLIES ONLY TO MOE	; (b) By acknowledging rece e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, su solicitation and this amendm	eipt of this a ndment nu FO THE HO ich change ient, and is	amendment on imbers. FAILUR OUR AND DATE may be made to received prior interest.	each copy of t RE OF YOUR E SPECIFIED by letter or ele to the opening	MAY RES	
		IE CONTRACT/ORDER						
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PU NUMBER IN ITEM 10A.							
\boxtimes	B. THE ABOVE NUMBERED CONTRACT, appropriation data, etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.		IGES (such as	changes in pa	ying office,	
	B. THIS SUPPLEMENTAL AGREEMEN		ANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification at	nd authority)						
	ANT: Contractor 🗵 is not 🗆 is							
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Or	ganized by UCF section head	dings, including solicitation	n/contract	t subject matte	r where feasi	ble.)	
	For	t Knox, Kentucky – Ut Potable Water See Additional Page	Utility System					
Except as provi	ided herein, all terms and conditions of the d	ocument referenced in Item 9A	or 10A, as heretofore chan	ged. remai	ins unchanged	and in full forc	e and effec	it.
	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O					
			CARL SILVERS	STONE	E, CONT	RACTIN	G OFF	FICER
15B. CONTRAC	CTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERIC	A	RFC	16C. D	ATE SIGNED
(S	ignature of person authorized to sign)		(Signatur	re of Contr	racting Officer)	 		tobe l 2 4, 2018
Previous editi	ion unusable			,	STANDAR	D FORM	30 (RE)	V. 11/2016)

STANDAR D FORM 30 (REV. 11/2016
Prescribed by GSA FARTUS FARTUS FORM SSION
OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0007AB for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$748,166.34 for October 1, 2018 to December 31, 2018 (Months 81-83) under ACRN AQ.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to establish funding for subCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby established as follows:

From:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24

TO:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2018	4	Мо	\$249,388.78	\$997,555.12

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

COMMISSION

PUBLIC SERVICE

Number MIPR0011264809 as follows:

	ACRN AQ \$748,166.34 02120192019 2020000 A2ABH 131079QUTS 2334 0011264809 S.0045978.82.1									
02	021001 2020000									
	MIPR0011264809 dated October 18, 2018	Basic	\$748,166.34							
		Total	\$748,166.34							
	Funding Breakdown									
	P00042	On CLIN 0007 (subCLIN								
		0007AB)	\$748,166.34							
	Total Funding for ACRN AQ		\$748,166.34							

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$46,510,358.04 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like C SERVICE manner to the additional allotted funds and agreed substitute date, and the contract will be medically accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$748,166.34 from \$45,762,191.70 to \$46,510,358.04.
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

AMENDMENT	OF SOLICITATION/	MODIFICATION (OF CONTRACT	1. C	ONTRACT ID CO	DDE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICA	TION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQU	ISITION NUMBER	5. PROJEC	T NUMBER	R (If applicable)
P00043		See Block 16C						
6. ISSUED BY DLA ENERGY – UTILIT 8725 JOHN J. KINGMA FORT BELVOIR, VA 2 Buyer/Symbol: Matthew PHONE: (571) 767-9114	N ROAD, STP 10400 2060-6222	SP0600	7. ADMINISTERED BY	(If othe	r than Item 6)	CODE		
8. NAME AND ADDRESS	OF CONTRACTOR (NO., s	street city, county, State,	and ZIP Code)		9A. AMENDMEI	NT OF SOLIC	ITATION N	UMBER
Hardin County Water Distr 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ex Fax: (270) 352-3055 POC: Jim Bruce, General DUNS # 130402811 CAGE #316V9	t. 208				9B. DATED (SEI 10A. MODIFICA 10B. DATED (SE	TION OF CON SP06		RDER NUMBEI
CODE	FAC	CILITY CODE			\$	SP0600-1	1-C-827	1
	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	SOLIC	ITATIONS			
(a) By completing items 8 and submitted; or (c) By separate 1 ACKNOWLEDGMENT TO BE IN REJECTION OF YOUR OF communication, provided each specified. 12. ACCOUNTING AND APP	letter or electronic communication RECEIVED AT THE PLACE DEFER. If by virtue of this amendant letter or electronic communication PROPRIATION DATA (If requires the punting and Appropriation)	copies of the amendment on which includes a reference ESIGNATED FOR THE RECONNENT OF THE	t; (b) By acknowledging rece e to the solicitation and ame EIPT OF OFFERS PRIOR To n offer already submitted, su	eipt of thi endment TO THE uch chan nent, and	s amendment on numbers. FAILUR HOUR AND DAT ge may be made I is received prior	each copy of t RE OF YOUR E SPECIFIED by letter or ele to the opening	MAY RESI	
			R NUMBER AS DESC			ა.		
NUMBER B. THE ABOV	NGE ORDER IS ISSUED PURS IN ITEM 10A. VE NUMBERED CONTRACT/OI ion data, etc.) SET FORTH IN IT	RDER IS MODIFIED TO RE	FLECT THE ADMINISTRAT	TIVE CH.				
B. THIS SU	JPPLEMENTAL AGREEMENT I	S ENTERED INTO PURSU	ANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	authority)						
E IMPORTANT: Conf	tractor 🗵 is not 🗌 is re	aguired to sign this do	oumant and roturn 0	oonioo	to the issuing	office		
	DMENT/MODIFICATION (Orga						:h/- \	
14. DESCRIPTION OF AMERICA	Fort I	Knox, Kentucky – Ut Potable Wate	tility Privatization Co r Utility System es for Further Details	ontrac		i Where least	bie.)	
Except as provided herein, all	terms and conditions of the doc	ument referenced in Item 9A	or 10A, as heretofore chan	aed. ren	nains unchanged a	and in full force	e and effec	ıt.
15A. NAME AND TITLE OF S		union referenced in term of	16A. NAME AND TITLE C					
	,		CARL SILVERS	NOTE	NE, CONT	RACTIN	G OFF	FICER
15B. CONTRACTOR/OFFER	OR	15C. DATE SIGNED	16B. UNITED STATES OF	F AMER	ICA	REC	16C. D.	ATE SIGNED
(Signature of per	son authorized to sign)		(Signatu	re of Coi	ntracting Officer)	4.	4/04/00	2018
Previous edition unusable					STANDAR	D FORM	30 (RE)	/. 11/2016)

STANDARD FORM 30 (REV. 11/2016
Prescribed by GSA PARTUS FARTUS
COMMISSION
OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to correct the date of the period of performance (POP) for CLIN 0007AB in P00042. The changes to the POP are highlighted in RED.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby revised to correct the POP for SubCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby revised as follows:

From:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2018	4	Мо	\$249,388.78	\$997,555.12

TO:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2019	4	Мо	\$249,388.78	\$997,555.12

- C. The total amount obligated remains the same at \$46,510,358.04.
- D. The total value of the contract remains unchanged at \$240,160,137.80
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMENDMENT OF SOLICITATION/I	MODIFICATION (OF CONTRACT	1. CONTRACT ID C	ODE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	L SE REQUISITION NUMBE	8 5. PROJEC	T NUMBER	4 R (If applicable
P00044	See Block 16C					
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEEBA PH (571) 767-9114 E-MAIL: matthew.fox@dla.mil	HONE:					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city	y, county, State ,and ZIP Co	ode)	9A. AMENDM	ENT OF SOLIC	ITATION N	UMBER
Hardin County Water District No. 1 1400 Rogersville Rogersville Rogersville Rogersville Rogersville Rogersville Rogersville (270) 351-3222 Fax: (270) 352-3055 POC: Stephen M. Hogan, General Manager DUNS # 130402811 CAGE #316V9	oad		9B. DATED (S 10A. MODIFIC 10B. DATED (ATION OF COI		RDER NUMBER
CODE FAC	CILITY CODE			SP0600-1	1-C-827	1
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS			
	n which includes a reference on which includes a reference SIGNATED FOR THE RECEDENT OF THE RE	EIPT OF OFFERS PRIOR TO THE OFFERS PRIOR TO TH	ndment numbers. FAIL O THE HOUR AND DA ch change may be mad lent, and is received pri NTRACTS/ORDE RIBED IN ITEM 1. RTH IN ITEM 14 ARE I	URE OF YOUR TE SPECIFIED de by letter or el or to the openin RS. 4.	MAY RESU ectronic g hour and	date ORDER
E. IMPORTANT: Contractor is not is re-		cument and return <u>0</u> co	•	•	ible.)	
	Potable Wate See Additional Page	tility Privatization Cor Utility System es for Further Detail A or 10A, as heretofore chan	S. ged, remains unchange			xt
		CARL SILVERS	STONE, CON	TRACTIN	IG OFI	FICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF		RE	16C. D.	ATE SIGNED
(Signature of person authorized to sign)		(Signatu	re of Contracting Office	r)	4/04/04	2018
Previous edition unusable	,		STANDA Prescribed	ARD FORM by GSA PAR	1/24/20 30 (RE) 486年	320 V. 11/2016) ℞ <u>}∕</u> ₄⊊Е

COMMISSION OF KENTUCKY Modification P00044 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0007AB for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$249,388.78 for January 1, 2019 to January 31, 2019 (Month 84) under ACRN AQ.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to increase funding for subCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby fully funded as follows:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24
0007AA	Month 81-84 ACRN: AQ (\$997,555.12) Period of performance: October 1, 2018 – January 31, 2019	4	Мо	\$249,388.78	\$997,555.12

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AQ is hereby increased in the amount of \$249,388.78. Funds are provided under the Direct Cite MIPR Number MIPR0011264809 as follows:

	N AQ \$997,555.12 02120192019 2020000 A 001 2020000	A2ABH 131079QUTS 2334 001126480	09 S	.0045978.82.1	
MIF	PR0011264809 dated October 18, 2018	Ва	sic	\$748,166.34	
MIF	PR0011264809 dated December 3, 2018	Amendme	R	= \$2 <mark>49</mark> ,388.7 8	D
		Т	otal	\$997,555.12	
	Funding Breakdown			11/24/2020	
	P00042	On CLIN 0007 (subCLIN 0007AB)		PUB\$748466134	
	P00044	On CLIN 0007 (subCLIN 0007AB)		CQM48338848	
	Total Funding for ACRN AQ			OF\$997,555.12]

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$46,759,746.82 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

PUBLIC SERVICE

(g) The termination provisions of this clause do not limit the rights of the Government under the laws on this clause are limited to the work and allotment of funds one the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the

contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$249,388.78 from \$46,510,358.04 to \$46,759,746.82.
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/	MODIFICATION (OF CONTRACT		1 1 1
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
P00045	See Block 16C			
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEEBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@d	la.mil			
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	treet city, county, State	and ZIP Code)	9A. AMENDMEN	NT OF SOLICITATION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SEE 10A. MODIFICAT 10B. DATED (SE	TION OF CONTRACT/ORDER NUMBER SP0600
,	CILITY CODE	AMENDMENTS OF S	1	SP0600-11-C-8271
Offers must acknowledge receipt of this amendment prior to the (a) By completing items 8 and 15, and returningsubmitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE IN REJECTION OF YOUR OFFER. If by virtue of this amendment communication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropriation and Appr	copies of the amendment in which includes a reference SIGNATED FOR THE RECEION THE RECEI	t; (b) By acknowledging recei e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, suc	pt of this amendment on ondement numbers. FAILUR O THE HOUR AND DATI ch change may be made to ent, and is received prior to	each copy of the offer IE OF YOUR E SPECIFIED MAY RESULT by letter or electronic to the opening hour and date
IT MODIFIES THE	CONTRACT/ORDER	R NUMBER AS DESC	RIBED IN ITEM 14.	
A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A.	SUANT TO: (Specify authori	ty) THE CHANGES SET FOR	RTH IN ITEM 14 ARE MA	DE IN THE CONTRACT ORDER
B. THE ABOVE NUMBERED CONTRACT/OI appropriation data, etc.) SET FORTH IN IT				changes in paying office,
B. THIS SUPPLEMENTAL AGREEMENT I FAR 52.241-7, Change in Rates or			Services	
D. OTHER (Specify type of modification and	authority)			
E. IMPORTANT: Contractor ☐ is not ☒ is re	equired to sign this do	cument and return 1 c	opies to the issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	nized by UCF section head	dings, including solicitation	n/contract subject matte	where feasible.)
	Potable Wate	tility Privatization Co r Utility System es for Further Details		
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A	or 10A, as heretofore chang	ged, remains unchanged a	and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	F CONTRACTING OFFIC	ER (Type or print)
STEPHEN M. HOGAN, GENERAL I	MANAGER	CARL SILVERS	STONE, CONTI	RACTING OFFICER
15B. CONTRACTOR/OFEERON	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	-2-1-2019	(Signatur	e of Contracting Officer)	RECIETAVIE D
Previous edition unusable				FORM 30 (REV. 11/2016) SSA FAR BELCERS ER 24/3CE

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B.3, Schedule, to provide funding to subCLIN 0008AA for Contract Year Eight (8)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$2,030,070.56 for February 1, 2019 to September 30, 2019 (Months 85-92) under ACRN AR.
 - 2) Update Section B.4, Monthly Utility Service Charge-Schedule 1.
 - 3) Update Section G.5, Accounting and Appropriation Data to establish ACRN AR.
 - 4) Permanently increase the MUSC beginning February 2018 from \$249,388.78 to \$253,759.82, a total monthly rise of \$4,371.04 (1.7527%) in accordance with the proposed escalation located in the Schedule B.4 Monthly Utility Service Charge Schedule 1 of Section J1 Potable Water Utility System Utilities Privatization Fort Knox, Kentucky.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0008AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0008, subCLIN 0008AA, and subCLIN 0008AB are hereby established as follows:

0008	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
0008AA	Month 85-92 ACRN: AR (\$2,030,070.56) Period of performance: February 1, 2019 – September 30, 2019	8	Мо	\$253,759.82	\$2,030,078.56
0008AB	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$253,759.82	\$1,015,039.28

- C. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.4 is revised as follows:
 - (2) B.4. Monthly Utility Service Charge-Schedule 1 is hereby modified to reflect the increase in MUSC in accordance to Section B.2.2.1:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	/FD
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	LU
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,95 4,062.40202	0
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00 PUBLIC SERV	UCE.
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954064MISSIC	
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2, 95 F, 96E.N TUC	
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128,00	

\$6,317,331.45 PUBLIC SERVICE COMMISSION

\$526,444.29

•					
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$253,759.82	\$85,968.00	(\$85,968.00)	\$253,759.82	\$3,045,117.81
9	\$258,207.47	\$85,968.00	(\$85,968.00)	\$258,207.47	\$3,098,489.59
10	\$262,733.07	\$85,968.00	(\$85,968.00)	\$262,733.07	\$3,152,796.81
11	\$267,337.99			\$267,337.99	\$3,208,055.88
12	\$272,023.62			\$272,023.62	\$3,264,283.48
13	\$276,791.38			\$276,791.38	\$3,321,496.57
14	\$281,642.70			\$281,642.70	\$3,379,712.44
15	\$286,579.06			\$286,579.06	\$3,438,948.66
16	\$291,601.93			\$291,601.93	\$3,499,223.12
17	\$296,712.83			\$296,712.83	\$3,560,554.00
18	\$301,913.32			\$301,913.32	\$3,622,959.83
19	\$307,204.95			\$307,204.95	\$3,686,459.45
20	\$312,589.34			\$312,589.34	\$3,751,072.02
21	\$318,068.09			\$318,068.09	\$3,816,817.06
22	\$323,642.87			\$323,642.87	\$3,883,714.42
23	\$329,315.36			\$329,315.36	\$3,951,784.28
24	\$335,087.27			\$335,087.27	\$4,021,047.20
25	\$340,960.34			\$340,960.34	\$4,091,524.10
26	\$346,936.35			\$346,936.35	\$4,163,236.24
27	\$353,017.11			\$353,017.11	\$4,236,205.28
28	\$359,204.44			\$359,204.44	\$4,310,453.25
29	\$365,500.21			\$365,500.21	\$4,386,002.56
30	\$371,906.34			\$371,906.34	\$4,462,876.03
31	\$378,424.74			\$378,424.74	\$4,541,096.86
32	\$385,057.39			\$385,057.39	\$4,620,688.66
33	\$391,806.29			\$391,806.29	\$4,701,675.47
34	\$398,673.48			\$398,673.48	\$4,784,081.74
35	\$405,661.03			\$405,661.03	\$4,867,932.34
36	\$412,771.05			\$412,771.05	\$4,953,252.59
37	\$420,005.69			\$420,005.69	\$5,040,068.25
38	\$427,367.13			\$427,367.13	\$5,128,405.52
39	\$434,857.59			\$434,857.59	\$5,218,291.09
40	\$442,479.34			\$442,479.34	\$5,309,752.08
41	\$450,234.68			\$450,234.68	\$5,402,816.10
42	\$458,125.94			\$458,125.94	\$5,497,511.26
43	\$466,155.51			\$466,155.51	\$5,593,866.14
44	\$474,325.82			\$474,325.82	\$5,691,909.83
45	\$482,639.33			\$482,639.33	\$5,791,671.93
46	\$491,098.55			\$491,098.55	\$5,893,182.57
47	\$499,706.03			\$499,706.03	\$,99,47238
48	\$508,464.38			\$508,464.38	\$6,101,572.55
49	\$517,376.23			\$517,376.23	\$6,20 8,5/1<u>2</u>.4/2 02

Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

\$526,444.29

Modification P00045 SP0600-11-C-8271 Fort Knox, KY

G.5 Accounting and Appropriation Data

ACRN AR is hereby established in the amount of \$2,030,070.56. Funds are provided under the Direct Cite MIPR Number MIPR11283737 as follows:

ACRN AR \$2,030,070.56 02120192019 20200 021001	00 A2ABH 131079QUTS 233L 001	1283737 S.0045978.82.1
MIPR11283737 dated January 03, 2019	Basic	\$2,030,070.56
	Total	\$2,030,070.56
Funding Breakdown		
P00045	On subCLIN 0008AA	\$2,030,070.56
Total Funding for ACRN AR		\$2,030,070.56

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$48,789,817.38 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or the parties. If after such notification additional funds are not allotted by the date in the contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract extraction of the tittle 2020.
- (d) When additional funds are allotted for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for continued performance of the contract line items identified for contract line items identifi

"Termination for Convenience of the Government."

Modification P00045 SP0600-11-C-8271 Fort Knox, KY

covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$2,030,070.56 from \$46,759,746.82 to \$48,789,817.38.
- F. The total value of the contract is increased by \$18,703.09 from \$240,160,137.80 to \$240,178,840.89.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION	/MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJEC	T NUMBER (If applicable)
P00046	See Block 16C				
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEEBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@		7. ADMINISTERED BY	(If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			9B. DATED (SE	E ITEM 11)	
POC : Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9		ē	10B. DATED (SA	SP06	NTRACT/ORDER NUMBER
	ACILITY CODE		le al	SP0600-1	1-C-8271
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	SOLICITATIONS		
	ion which includes a reference DESIGNATED FOR THE RECOmment you desire to change all ation makes reference to the service. Irred) Tion Data PPLIES ONLY TO MODE E CONTRACT/ORDER	CEIPT OF OFFERS PRIOR IN The offer already submitted, subsolicitation and this amendments of the color of the	ndment numbers. FAILUR TO THE HOUR AND DAT ch change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14	RE OF YOUR E SPECIFIED by letter or ele to the opening	0 MAY RESULT ectronic g hour and date
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTHIN				changes in pa	aying office,
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates of	r Terms and Conditions o		Services		
D. OTHER (Specify type of modification an	d authority)				
E. IMPORTANT: Contractor ☐ is not ☒ is	required to sign this do	cument and return 1 o	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	v/contract subject matte	er where feasi	ble.)
Fort	Knox, Kentucky – U Potable Wate See Additional Page	r Utility System			
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A as heretofore chan	red remains unchanged	and in full forc	e and effect
STEPHEN M. HOGAN, GENERAL		16A. NAME AND TITLE O	F CONTRACTING OFFIC	CER (Type or	print)
ISB-CONTRACTORIOFFE BOR	15C. DATE SIGNED	16B. UNITED STATES OF			16C. DATE SIGNED
(Signature of person authorized to sign)	-5/1/2019	(Signatur	e of Contracting Officer)	RF	May 7, 2019
Previous edition unusable	111		STANDAR Prescribed by	RD FORM GSA FAR (30₁(REV -11/2016) (48 CFR) 53:243
				Pl	UBLIC SERVICE COMMISSION

OF KENTUCKY

A. The purpose of this modification is to:

- Accept Hardin County Water District No. 1's Request for Equitable Adjustment (REA) to reverse
 the price reductions related to the Capital Improvement Projects (CIP) from modifications
 P00029 and P00030, due to Government caused delays. Additionally, the separate CLIN for the
 Muldraugh Water Treatment Plant will be restored. Upon completion of the CIP, the price
 reductions will be reincorporated and the separate CLIN discontinued.
- 2. Incorporate Contractor's Statement of Release.
- 3. Update Section B.3, Schedule, to:
 - Modify subCLIN 0008AB to increase the Monthly Utility Service Charge by \$1,115.48 a month.
 - b. Establish subCLIN 0008AC to facilitate FY2020 invoicing.
 - c. Establish CLIN 0058 to facilitate payment on March 2019 Utility Service Charge increase.
 - d. Establish CLIN 0060 for operation of Muldraugh Water Treatment Plant for Fiscal Year 2019 in the total amount of \$685,903.05.
 - e. Obligate funding for subCLIN 0008AB, CLIN 0058, and CLIN 0060 in the amount of \$693,711.41.
- 4. Update Section B.4, Monthly Utility Service Charge-Schedule 1.
- 5. Update Section G.5, Accounting and Appropriation Data to increase funding to ACRN AR.
- 6. Update Section I.5.4 Limitation of Government's Obligation.

B. Contractor's Statement of Release:

In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's CIP/Muldraugh Water Treatment Plant inclusion, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the CIP/Muldraugh Water Treatment Plant inclusion except for Muldraugh Water Treatment Operation costs between 2017 and 2019.

- C. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the changes of CLIN 0008, CLIN 0058, and CLIN 0060:

B.3 Schedule

Utility Service Payment by the Government



11/24/2020

CLIN 0008 is hereby revised as follows:

FROM:

0008	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
AA8000	Month 85-92 ACRN: AR (\$2,030,070.56) Period of performance: February 1, 2019 – September 30, 2019	8	Мо	\$253,759.82	\$2,030,078.56
0008AB	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$253,759.82	\$1,015,039.28

TO:

0008	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
0008AA	Month 85-86 ACRN: AR (\$507,519.64) Period of performance: February 1, 2019 – March 31, 2019	2	Мо	\$253,759.82	\$507,519.64
0008AB	Month 87-92 ACRN: AR (\$1,529,243.80) Period of performance: April 1, 2019 – September 30, 2019	6	Мо	\$254,875.30	\$1,529,251.80
0008AC	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$254,875.30	\$1,019,501.20

CLIN 0058 is hereby established as follows:

0058	Monthly Utility Service Charge Increase for March 2019	Qty	Unit	Unit Price	RECEIVED
	ACRN: AR (\$1,115.48) Period of performance: March 1, 2019 – March 31, 2019	1	EA	\$1,115.48	\$1/2452620 PUBLIC SERVICE COMMISSION OF KENTUCKY

CLIN 0060 is hereby established as follows:

0060	Muldraugh Water Treatment Plant Operations FY2019	Qty	Unit	Unit Price	Total Price
	ACRN: AR (\$685,903.05) Period of performance: March 1, 2019 – September 30, 2019	7	Мо	\$97,986.15	\$685,903.05

- D. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.4 is revised as follows:
 - (2) B.4. Monthly Utility Service Charge-Schedule 1 is hereby modified to reflect the increase in MUSC in accordance to Section B.2.2.1:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$254,875.30	\$85,968.00	(\$85,968.00)	\$254,875.30	\$3,058,503.60
9	\$259,342.50	\$85,968.00	(\$85,968.00)	\$259,342.50	\$3,112,109.99
10	\$263,888.00	\$85,968.00	(\$85,968.00)	\$263,888.00	\$3,166,655.94
11	\$268,513.16			\$268,513.16	\$3,222,157.92
12	\$273,219.39			\$273,219.39	\$3,278,632.69
13	\$278,008.11			\$278,008.11	\$3,336,097.28
14	\$282,880.75			\$282,880.75	\$3,394,569.06
15	\$287,838.81			\$287,838.81	\$3,454,065.67
16	\$292,883.76			\$292,883.76	\$3,514,605.08
17	\$298,017.13			\$298,017.13	\$3,576,205.56
18	\$303,240.48			\$303,240.48	\$3,638,885.72
19	\$308,555.37			\$308,555.37	\$3,702,664.47
20	\$313,963.42			\$313,963.42	\$3,767,561.07
21	\$319,466.26			\$319,466.26	\$3,833,595.11
22	\$325,065.54			\$325,065.54	\$3,900,786.53
23	\$330,762.97			\$330,762.97	\$3,969,155.62
24	\$336,560.25			\$336,560.25	D\$4.038,723.01
25	\$342,459.14			\$342,459.14	\$4,109,509.70
26	\$348,461.42			\$348,461.42	\$4,18 1,\$3<u>7</u>.4 8 20 2
27	\$354,568.91			\$354,568.91	\$4,254,826.88
28	\$360,783.44			\$360,783.44	PUBLIC SER' \$4,329401-23 COMMISSI
29	\$367,106.89			\$367,106.89	\$4, 49 F-787ENTUC
30	\$373,541.17			\$373,541.17	\$4,482,494.04

1			
31	\$380,088.23	\$380,088.23	\$4,561,058.71
32	\$386,750.03	\$386,750.03	\$4,641,000.39
33	\$393,528.60	\$393,528.60	\$4,722,343.20
34	\$400,425.98	\$400,425.98	\$4,805,111.71
35	\$407,444.24	\$407,444.24	\$4,889,330.90
36	\$414,585.52	\$414,585.52	\$4,975,026.20
37	\$421,851.96	\$421,851.96	\$5,062,223.49
38	\$429,245.76	\$429,245.76	\$5,150,949.08
39	\$436,769.15	\$436,769.15	\$5,241,229.76
40	\$444,424.40	\$444,424.40	\$5,333,092.80
41	\$452,213.83	\$452,213.83	\$5,426,565.92
42	\$460,139.78	\$460,139.78	\$5,521,677.34
43	\$468,204.65	\$468,204.65	\$5,618,455.78
44	\$476,410.87	\$476,410.87	\$5,716,930.45
45	\$484,760.92	\$484,760.92	\$5,817,131.09
46	\$493,257.33	\$493,257.33	\$5,919,087.95
47	\$501,902.65	\$501,902.65	\$6,022,831.80
48	\$510,699.50	\$510,699.50	\$6,128,393.97
49	\$519,650.53	\$519,650.53	\$6,235,806.33
50	\$528,758.44	\$528,758.44	\$6,345,101.31

E. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AR is hereby increased in the amount of \$693,711.41. Funds are provided under the Direct Cite MIPR Number MIPR11283737 as follows:

ACRN AR \$2,723,781.97 02120192019 202000 021001	00 A2ABH 131079QUTS 233L 0	0011283737 S.0045978.82.1
MIPR11283737 dated January 03, 2019	Basic	\$2,030,070.56
MIPR11283737 dated March 26, 2019	Amend 001	\$693,711.41
	Total	\$2,723,781.97
Funding Breakdown P00046	On subCLIN 0008AA	\$507,519.64
P00046	On subCLIN 0008AB	\$1,529,243.80
P00046	On CLIN 0058	\$1,115.48
P00046	On CLIN 0060	\$685,903.05
Total Funding for ACRN AR		\$2,723,781.97

F. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is he eby updated (updates are in red):

11/24/2020

PUBLIC SERVICE COMMISSION OF KENTUCKY

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0060 are incrementally funded. For these items, the sur of

Modification P00046 SP0600-11-C-8271 Fort Knox, KY

> \$49,483,528.79 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds of the contract line items set forth in paragraph (a) of this clause. This clause no longer applies ortce the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract pursua clause of this contract entitled "Termination for Convenience of the Government."

PUBLIC SERVICE OF KENTUCKY

Modification P00046 SP0600-11-C-8271 Fort Knox, KY

- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- G. The total amount obligated is increased by \$693,711.41 from \$48,789,817.38 to \$49,483,528.79.
- H. The total value of the contract is increased by \$1,127,067.98 from \$240,178,840.89 to \$241,305,908.87.
- I. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/M	MODIFICATION (OF CONTRACT	1. CONTRACT ID C	ODE	PAGE C	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJEC	T NUMBER	(If applicable)
P00047	See Block 16C					
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Robert Mitchell/DLA Energy-FEEBA PHONE: (571) 363-8227 E-MAIL: Robert.Mitchell@c	SP0600	7. ADMINISTERED BY (lf other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., st	reet city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NI	 JMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE 10A. MODIFICA 10B. DATED (S	SP060011	1C8271	DER NUMBER
	ILITY CODE ONLY APPLIES TO	AMENDMENTS OF S	 OLICITATIONS	9/30/2	:011	
submitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE: IN REJECTION OF YOUR OFFER. If by virtue of this amendment communication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropriation 13. THIS ITEM APP	e hour and date specified incopies of the amendment in which includes a reference SIGNATED FOR THE RECEPT of the second discount of th	the solicitation or as amende t; (b) By acknowledging receip e to the solicitation and amen EEIPT OF OFFERS PRIOR To n offer already submitted, suc solicitation and this amendments	ed, by one of the following to for this amendment or diment numbers. FAILU DITHE HOUR AND DATE HOUR AND DATE HOUR AND DATE HOUR AND IN TRACTS/ORDER RIBED IN ITEM 14 ARE M.	ng methods: a each copy of to the copy of	MAY RESU ectronic g hour and da	ate
appropriation data, etc.) SET FORTH IN ITI B. THIS SUPPLEMENTAL AGREEMENT IS	EM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.1				
D. OTHER (Specify type of modification and a	nuthority)					
E. IMPORTANT: Contractor \boxtimes is not \square is re	quired to sign this do	cument and return <u>0</u> c	opies to the issuing	g office.		
	nox, Kentucky – Ut Potable Water	dings, including solicitation tility Privatization Co r Utility System es for Further Details	ntract	er where feasi	ble.)	
Except as provided herein, all terms and conditions of the docu	ment referenced in Item 9A	or 10A, as heretofore chang	ed, remains unchanged	and in full force	e and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)		CARL SILVERS				ICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	RFC	16C. DA	ATE SIGNED
(Signature of person authorized to sign)		(Signature	e of Contracting Officer)	1.	✓ ►May	31, '2019
Previous edition unusable				RD FORM y GSA PARE		

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3 to increase the funding of CLIN 0008AB by \$8.00 to fully fund Fiscal Year 2019
 - 2) Update Section G, G.5 Accounting and Appropriation Data
 - (1) Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLIN 0008:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0008 is hereby revised as follows:

FROM:

0008	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
0008AA	Month 85-86 ACRN: AR (\$507,519.64) Period of performance: February 1, 2019 – March 31, 2019	2	Мо	\$253,759.82	\$507,519.64
0008AB	Month 87-92 ACRN: AR (\$1,529,243.80) Period of performance: April 1, 2019 – September 30, 2019	6	Мо	\$254,875.30	\$1,529,251.80
0008AC	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$254,875.30	\$1,019,501.20



TO:

8000	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
0008AA	Month 85-86 ACRN: AR (\$507,519.64) Period of performance: February 1, 2019 – March 31, 2019	2	Мо	\$253,759.82	\$507,519.64
0008AB	Month 87-92 ACRN: AR (\$1,529,251.80) Period of performance: April 1, 2019 – September 30, 2019	6	Мо	\$254,875.30	\$1,529,251.80
0008AC	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$254,875.30	\$1,019,501.20

B. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AR is hereby increased in the amount of \$8.00. Funds are provided under the Direct Cite MIPR Number MIPR11283737 as follows:

MIPR11283737 dated January 03, 2019	Basic	\$2,030,070.56
MIPR11283737 dated March 26, 2019	Amend 001	\$693,711.41
MIPR11283737 dated May 13, 2019	Amend 002	\$8.00
	Total	\$2,723,789.97
Funding Breakdown		
P00046	On subCLIN 0008AA	\$507,519.64
P00047	On subCLIN 0008AB	\$1,529,251.80
P00046	On CLIN 0058	\$1,115.48
P00046	On CLIN 0060	\$685,903.0
Total Funding for ACRN AR		\$2,723,789.9

RECEIVED

11/24/2020

C. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated (updates are in red):

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items 0001 to 0060 are incrementally funded. For these items, the sum of \$49,483,536.79 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder with a classical content of the content concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the Mansecky entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the

PUBLIC SERVICE COMMISSION

contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- D. The total amount obligated is increased by \$8.00 from \$49,483,528.79 to \$49,483,536.79.
- E. The total value of the contract remains unchanged at \$241,305,908.87.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE PA	GE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT NU	JMBER (If applicable)
P00048	See Block 16C				
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE	
FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Carl Silverstone/DLA Energy-FEEBI PHONE: (571) 767-9116 E-MAIL: Carl Silverstone(
FITONE. (371) 707-9110 E-MAIL. Call. Silversione	@cla.mii				
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)	9A. AMENDME	NT OF SOLICITA	TION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208			9B. DATED (SE	E ITEM 11)	
Fax: (270) 352-3055			10A. MODIFICA	TION OF CONTRA	ACT/ORDER NUMBER
POC : Stephen Hogan, General Manager DUNS # 130402811				SP060011C8	3271
CAGE #316V9			10B. DATED (SI	EE ITEM 13)	
CODE	CILITY CODE	AMENDMENTS OF S	COLICITATIONS	9/30/201	1
11. THISTIEN	ONLY APPLIES TO	AMENDMENTS OF S			
The above numbered solicitation is amended as set forth i				is not exten	ded.
Offers must acknowledge receipt of this amendment prior to the (a) By completing items 8 and 15, and returning		n the solicitation or as amend it; (b) By acknowledging recei			ffer
submitted; or (c) By separate letter or electronic communication			Control of the contro	/ 100 10 N N N N	,
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DI					
IN REJECTION OF YOUR OFFER. If by virtue of this amendr					
communication, provided each letter or electronic communical specified.	tion makes reference to the	solicitation and this amendme	ent, and is received prior	to the opening not	ir and date
12. ACCOUNTING AND APPROPRIATION DATA (if requir	red)				
See Section G, Accounting and Appropriat					
		DIFICATIONS OF CO			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS			A Martin Anni Anni Anni Anni Anni Anni Anni A		RACT ORDER
NUMBER IN ITEM 10A.		,, , <u>.</u>			
B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN I				changes in paying	office,
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates or			Services		
D. OTHER (Specify type of modification and		or control or regulated o			
E. IMPORTANT: Contractor ☐ is not ☒ is re					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization)			· -		
14. SECONI HONO AMENDMENTINOSI IOXATOR (Orga	anized by Oci Scellon near	amys, melaumy sonellation	voom pet Subject matte	ir minero readibies,	,
Fort I	Knox. Kentuckv – U	tility Privatization Co	ntract		
		r Utility System			
	See Additional Page	es for Further Details	S.		
Except as provided herein, all terms and conditions of the doc	cument referenced in Item 9A	A or 10A, as heretofore change 16A. NAME AND TITLE O			
15A. NAME AND TITLE OF SIGNER (Type or print) STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF			6C. DATE SIGNED
State IIII Hoz.	ISO. DATE SIGNED	I.GD. GRITED STATES OF	AMENIOA		
(Signature of person authorized to sign)	9-25-19	(Signatur	e of Contracting Officer)	REC	September 25, 2019
Previous edition unusable				RD FORM 30 y CSA FAR (4810	(REV. 11/2016) (24 / 2 8020
				•	IC SERVICE

OF KENTUCKY

- A. The purpose of this modification is to:
 - Partially accept Hardin County Water District No. 1's (HCWD1) Request for Equitable Adjustment (REA) for Muldraugh Water Treatment Plant (WTP) from August 2016 to February 2019 subject to availability of funds. Prior year funding will be addressed in a subsequent modification.
 - 2) Accept HCWD1's REA for Cybersecurity. The implementation costs are incorporated over the life of the contract.
 - 3) Incorporate Contractor's Statement of Release for the REAs.
 - 4) Update Section B, Schedule B.3 to establish CLIN 0059 for Muldraugh WTP REA FY2016 to FY2019 and CLIN 0061 for Cybersecurity REA.
 - 5) Update Section B.4, Monthly Utility Service Charge-Schedule 1.
 - 6) Update Section G.5, Accounting and Appropriation Data to increase funding to ACRN AR.
 - 7) Update Section I.5.4 Limitation of Government's Obligation.
- B. Contractor's Statement of Release:

In consideration of the modification agreed to herein as complete equitable adjustments for the Muldraugh WTP and Cybersecurity REAs, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the Muldraugh WTP and Cybersecurity REAs except for Muldraugh WTP REA additional consulting costs between 2017 and 2019.

C. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0059 and 0061:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0059 is hereby established as follows:

0059	Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019	Qty	Unit	Unit Price	Total Price
0059AA	FY2016 ACRN: TBD Period of performance: August 1, 2016 – September 30, 2016	1	EA	\$2,154.00	\$2,154.00
0059AB	FY2017 ACRN: TBD Period of performance: October 1, 2016 – September 30, 2017	1	EA	\$770,040.96	\$770,040.96
0059AC	FY2018 ACRN: TBD Period of performance: October 1, 2017 – September 30, 2018	1	EA	\$1,162,023.76	\$1,162,923.76 RECEIVED
0059AD	FY2019 ACRN: AR (\$488,680.30) Period of performance: October 1, 2018 –	1	EA	\$488,680.30	\$488,680.30 PUBLIC SERVICE COMMISSION OF KENTUCKY

February 28, 2019

CLIN 0061 is hereby established as follows:

0061	Cybersecurity REA for FY2019	Qty	Unit	Unit Price	Total Price
	ACRN: AR (\$19,677.72) Period of performance: October 1, 2018 – September 30, 2019	1	EA	\$19,677.72	\$19,677.72

D. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.4 is revised as follows:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$256,515.11	\$85,968.00	(\$85,968.00)	\$256,515.11	\$3,078,181.32
9	\$261,011.05	\$85,968.00	(\$85,968.00)	\$261,011.05	\$3,132,132.60
10	\$265,585.79	\$85,968.00	(\$85,968.00)	\$265,585.79	\$3,187,029.49
11	\$270,240.71			\$270,240.71	\$3,242,888.56
12	\$274,977.22			\$274,977.22	\$3,299,726.67
13	\$279,796.75			\$279,796.75	\$3,357,560.98
14	\$284,700.75			\$284,700.75	\$3,416,408.95
15	\$289,690.70			\$289,690.70	\$3,476,288.35
16	\$294,768.10			\$294,768.10	\$3,537,217.25
17	\$299,934.50			\$299,934.50	\$3,599,214.06
18	\$305,191.46			\$305,191.46	\$3,662,297.48
19	\$310,540.55			\$310,540.55	\$3,726,486.57
20	\$315,983.39			\$315,983.39	\$3,791,800.70
21	\$321,521.63			\$321,521.63	\$3,858,259.59
22	\$327,156.94			\$327,156.94	\$3,925,883.31
23	\$332,891.02			\$332,891.02	\$3,994,692.26
24	\$338,725.60			\$338,725.60	\$4 064 707 24
25	\$344,662.45			\$344,662.45	\$4.135.949.36
26	\$350,703.35			\$350,703.35	\$4.208.440.14
27	\$356,850.12			\$356,850.12	\$4,282,201.47
28	\$363,104.64			\$363,104.64	\$4,357,255.62
29	\$369,468.77			\$369,468.77	\$4743 8626 2 3 EF
30	\$375,944.45			\$375,944.45	\$4,5 0103111115 S
31	\$382,533.63			\$382,533.63	\$4,595,46 5 .53TU
32	\$389,238.29			\$389,238.29	\$4,670,859.53

1			
33	\$396,060.47	\$396,060.47	\$4,752,725.69
34	\$403,002.23	\$403,002.23	\$4,836,026.71
35	\$410,065.65	\$410,065.65	\$4,920,787.75
36	\$417,252.87	\$417,252.87	\$5,007,034.40
37	\$424,566.06	\$424,566.06	\$5,094,792.69
38	\$432,007.43	\$432,007.43	\$5,184,089.12
39	\$439,579.22	\$439,579.22	\$5,274,950.65
40	\$447,283.73	\$447,283.73	\$5,367,404.71
41	\$455,123.27	\$455,123.27	\$5,461,479.21
42	\$463,100.21	\$463,100.21	\$5,557,202.56
43	\$471,216.97	\$471,216.97	\$5,654,603.65
44	\$479,475.99	\$479,475.99	\$5,753,711.89
45	\$487,879.77	\$487,879.77	\$5,854,557.19
46	\$496,430.83	\$496,430.83	\$5,957,170.02
47	\$505,131.78	\$505,131.78	\$6,061,581.34
48	\$513,985.22	\$513,985.22	\$6,167,822.67
49	\$522,993.84	\$522,993.84	\$6,275,926.10
50	\$532,160.35	\$532,160.35	\$6,385,924.26

E. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AR is hereby increased in the amount of \$508,358.02. Funds are provided under the Direct Cite MIPR Number MIPR11283737 as follows:

ACRN AR \$3,232,147.99 02120192019 202000	00 A2ABH 131079QUTS 233L	. 0011283737 S.0045978.82.1
021001		
MIPR11283737 dated January 03, 2019	Basic	\$2,030,070.56
MIPR11283737 dated March 26, 2019	Amend 001	\$693,711.41
MIPR11283737 dated May 13, 2019	Amend 002	\$8.00
MIPR11283737 dated May 13, 2019	Amend 003	\$508,358.02
	Total	\$3,232,147.99
Funding Breakdown		
P00046	On subCLIN 0008AA	\$507,519.64
P00047	On subCLIN 0008AB	\$1,529,251.80
P00046	On CLIN 0058	\$1,115.48
P00048	On subCLIN 0059AD	\$488,680.30
P00046	On CLIN 0060	\$685,903.05
P00048	On CLIN 0061	R F (\$19,677/72
Total Funding for ACRN AR		\$3,232,147.99
		11/24/2020

Modification P00048 SP0600-11-C-8271 Fort Knox, KY

F. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0061</u> are incrementally funded. For these items, the sum of \$49,991,894.81 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

PUBLIC SERVICE

(g) The termination provisions of this clause do not limit the rights of the Government under the clause in the clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the

contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- G. The total amount obligated is increased by \$508,358.02 from \$49,483,528.79 to \$49,991,894.81.
- H. The total value of the contract is increased by \$3,670,158.81 from \$241,305,908.87 to \$244,976,067.68.
- I. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMEN	IDMENT OF SOLICITATION	1. CONTRACT ID C	PAGE OF PAGES		
2. AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISITION NUMBER	
	P00049	See Block 16C			
8725 JOHN FORT BEL Buyer/Sym	CODE IGY – UTILITY SERVICES IJ. KINGMAN ROAD, STP 10400 VOIR, VA 22060-6222 bol: Brittney Moore, DLA Energy-FEEBA IGT 1710 767-0113 E-Mail: brittney.moore@		7. ADMINISTERED BY	(If other than Item 6)	CODE
8. NAME ANI	ADDRESS OF CONTRACTOR (NO.,	street city, county, State ,	and ZIP Code)	9A. AMENDMI	ENT OF SOLICITATION NUMBER
1400 Rogersy Radcliff, KY 4 Phone: (270) Fax: (270) 35	0160-9343 351-3222 ext. 208 2-3055 n Hogan, General Manager			9B. DATED (SI	ATION OF CONTRACT/ORDER NUMBER
Townsens					September 30, 2011
CODE: 316V9		CILITY CODE I ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
Offers must ack (a) By completi submitted; or (c) ACKNOWLEDG IN REJECTION communication specified. 12. ACCOUNT	numbered solicitation is amended as set forth knowledge receipt of this amendment prior to ting items 8 and 15, and returning	the hour and date specified in copies of the amendmen on which includes a reference ESIGNATED FOR THE RECORD T	n the solicitation or as amend it; (b) By acknowledging rece the to the solicitation and ame CEIPT OF OFFERS PRIOR T In offer already submitted, su	ted, by one of the follow hipt of this amendment of ndment numbers. FAILL TO THE HOUR AND DA toh change may be made	ving methods: on each copy of the offer URE OF YOUR ATE SPECIFIED MAY RESULT le by letter or electronic
S AND POLICE AND POLICE	13. THIS ITEM AP	PLIES ONLY TO MOI			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR	E CONTRACT/ORDER			
CHECKONE	NUMBER IN ITEM 10A.	SUANT TO: (Specify author)	ty) THE CHANGES SET FOR	INTERNITE IN THE AND IN	MADE IN THE GONTHAGT GROEK
	B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				ns changes in paying office,
\boxtimes	 THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates or 			Services	
	D. OTHER (Specify type of modification and	d authority)			
E. IMPORT	ANT: Contractor is not is r	equired to sign this do	cument and return 1	copies to the issuin	ng office.
14. DESCRIPT	ON OF AMENDMENT/MODIFICATION (Orga	anized by UCF section head	dings, including solicitation	n/contract subject mat	ter where feasible.)
		Knox, Kentucky – U Potable Wate See Additional Page	r Utility System		
Except as provi	ded herein, all terms and conditions of the doc	cument referenced in Item 9A	or 10A, as heretofore chang	ged, remains unchanged	d and in full force and effect.
15A. NAME AN	ND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O	F CONTRACTING OFF	FICER (Type or print)
	N M. HOGAN, GENERAL	MANAGER	CARL SILVERS	STONE, CONT	TRACTING OFFICER
15B. CONTRAC	TOR/OFFEBOR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	16C. DATE SIGNED
THE (SI	gnature of person authorized to sign)	10-30-19	(Signatur	re of Contracting Officer)	October 30, 2019 PECFIVE
Previous editi	ion unusable	•	•	STANDA Prescribed t	RD FORM 30 (REV. 11/2016) by GSA FAR (48/374) 69249
					PUBLIC SERVICE

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0008AC for Contract Year 8's Monthly Utility Service Charge (MUSC) in the total amount of \$513,030.22, establish CLIN 0062 for Muldraugh Water Treatment Plant Operations Fiscal Year (FY) 2020, and fund SubCLIN 0062AA in the total amount of \$195,972.30;
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AS.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0008 and 0062:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0008 is hereby revised as follows:

FROM (modification P00047):

	Monthly Utility Service				
8000	Charge	Qty	Unit	Unit Price	Total Price
0008AC	Months: 93-96 ACRN: TBD Period of Performance: October 1, 2019 – January 31, 2020	4	MO	\$254,875.30	\$1,019,501.20

TO:

0008	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AC	Months: 93-94 ACRN: AS (\$513,030.22) Period of Performance: October 1, 2019 – November 30, 2019	2	MO	\$256,515.11	\$513,030.22
0008AD	Months: 95-96 ACRN: TBD Period of Performance: December 01, 2019 – January 31, 2020	2	MO	\$256,515.11	\$513,030.22

CLIN 0062 is hereby established as follows:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AA	ACRN: AS (\$195,972.30) Period of performance: October 1, 2019 – November 30, 2019	2	EA	\$97,986.15	11/24/2020 PUBLIC SERVICE
0062AB	ACRN: TBD Period of performance:	2	EA	\$97,986.15	OF RENTUCKY

	December 01, 2019– January 31, 2020				
0062AC	ACRN: TBD Period of performance: February 01, 2020– September 30, 2020	8	EA	\$99,703.55	\$797,628.40

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AS is hereby increased in the amount of \$709,002.52. Funds are provided under the Direct Cite MIPR Number MIPR11414282 as follows:

ACRN AS \$709,002.52 02120202020 2020000 A60TE 131079QUTS 233L 0011416740 S.0070014.22.2 021001								
MIPR11414282 dated October 21, 2019	Basic	\$709,002.52						
	Total	\$709,002.52						
Funding Breakdown								
P00049	On SubCLIN 0008AC	\$513,030.22						
P00049	On SubCLIN 0062AA	\$195,972.30						
Total Funding for ACRN AS	. ,							

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0061</u> are incrementally funded. For these items, the sum of \$50,700,897.33 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 per cent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, (Pang), 20 needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The the time of the contracting Officer of the estimated amount of additional funds that yill carry to be required for the timely performance of the items funded pursuant to this clause, for a subsequent

period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$709,002.52 from \$49,991,894.81 to \$50,700,897.33.
- F. The total value of the contract is increase by \$1,196,132.24 from \$244,976,067.68 to \$246,172,199.92
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMENDMENT OF SOLICITATION/M	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	NUMBER ((If applicable)
P00050	See Block 16C					
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@r	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., st Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811	reet city, county, State ,		9A. AMENDME 9B. DATED (SE	E ITEM 11) TION OF CON SP06001	tract/ori 1C8271	
CODE: 316V9 FAC 11. THIS ITEM	ILITY CODE ONLY APPLIES TO	AMENDMENTS OF		Осртоппосі	00, 2011	
	n which includes a reference SIGNATED FOR THE RECENT OF TH	EIPT OF OFFERS PRIOR TO IN Offer already submitted, subsolicitation and this amendment of the subsolicitation and this amendment of the subsolicitation and the subsolicitation	ndment numbers. FAILUR TO THE HOUR AND DAT ch change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14 RTH IN ITEM 14 ARE MA	RE OF YOUR TE SPECIFIED by letter or ele to the opening SS. ADE IN THE CO	MAY RESU ctronic I hour and da	ate
D. OTTIEN (Specify type of mounication and a	authonty)					
	nized by UCF section head (nox, Kentucky – U Potable Wate		n/contract subject matte		ble.)	
Except as provided herein, all terms and conditions of the docu 15A. NAME AND TITLE OF SIGNER (Type or print)	iment referenced in item 9A	16A. NAME AND TITLE O				
		CARL SILVERS				ICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	REC	16C. DA	TE SIGNED
(Signature of person authorized to sign)		(Signatur	re of Contracting Officer)	\ \ \ \ \ \ \	Decemb	¥ 4, 120 1 €
Previous edition unusable	'		STANDAF Prescribed by			

STANDAR D FORM 30 (REV. 11/2016 Prescribed by GSA PA根據管路長路投稿 COMMISSION OF KENTUCKY Modification P00050 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0008AD for Contract Year 8's Monthly Utility Service Charge (MUSC) in the total amount of \$256,515.11 and fund SubClN 0062AB for Muldraugh Water Treatment Plant Operations Fiscal Year (FY) 2020 in the total amount of \$97,986.15;
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AT; and
 - 3) Correct Modification P00049, Section G5, Accounting and Appropriation Data, from MIPR11414282 to MIPR0011416740.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0008AD and SubCLIN 0062AB:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0008 is hereby revised as follows:

FROM (modification P00049):

	Monthly Utility Service				
8000	Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: 95-96 ACRN: TBD Period of Performance: December 01, 2019 – January 31, 2020	2	MO	\$256,515.11	\$513,030.22

TO:

	Monthly Utility Service				
8000	Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: 95-96 ACRN: AT (\$256,515.11) Period of Performance: December 01, 2019 – January 31, 2020	2	MO	\$256,515.11	\$513,030.22

CLIN 0062 is hereby revised as follows:

FROM (modification P00049):

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AB	ACRN: TBD Period of performance: December 01, 2019– January 31, 2020	2	EA	\$97,986.15	11/24/2020
	oundary 61, 2020				PUBLIC SERVICE
					COMMISSION OF KENTUCKY

TO:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AB	ACRN: AT (\$97,986.15) Period of performance: December 01, 2019 – January 31, 2020	2	EA	\$97,986.15	\$195,972.30

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AS Accounting and Appropriation Data is hereby revised as follows:

FROM (modification P00049)

ACRN AS is hereby revised. Funds are provided under the Direct Cite MIPR Number MIPR11416740 as follows:

ACRN AS \$709,002.52 02120202020 2020 S.0070014.22.2 021001	000 A60TE 131079QUTS 233L (0011416740	
MIPR11416740 dated October 21, 2019	Basic	\$709,002.52	
	Total	\$709,002.52	
Funding Breakdown			
P00049	On SubCLIN 0008AC	\$513,030.22	
P00049	On SubCLIN 0062AA	\$195,972.30	
Total Funding for ACRN AS		\$709,002.52	

ACRN AT Accounting and Appropriation Data is hereby established as follows:

ACRN AT is hereby established in the total amount of \$354,501.26. Funds are provided under the Direct Cite MIPR Number MIPR11430412 as follows:

ACRN AT \$354,501.26 02120202020 2020000 S.0070014.22.2 021001	0 A60TE 131079QUTS 233D	0011430412
MIPR11430412 dated 27 November 2019	Basic	\$354,501.26
	Total	\$354,501.26
Funding Breakdown		
P00050	On SubCLIN 0008AD	\$256,515.11
P00050	On SubCLIN 0062AB	D \$\overline{\pi_15}\overline{\pi_25}\ov
Total Funding for ACRN AT		\$354,501.26

11/24/2020

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby supplied by the leavest control of the control of the

COMMISSION OF KENTUCKY

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

PUBLIC SERVICE COMMISSION

- (a) Contract line items <u>0001 to 0062</u> are incrementally funded. For these items, the sum of \$51,055,398.59 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the 4/2020 contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant ke the CKY clause of this contract entitled "Termination for Convenience of the Government."

- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$354,501.26 from \$50,700,897.33 to \$51,055,398.59.
- F. The total value of the contract remains unchanged at \$246,172,199.92.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CO	DDE	PAGE OF	PAGES 5	
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	NUMBER (If	
P00051	See Block 16C					
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@c	SP0600 dla.mil	7. ADMINISTERED BY	(If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., sa	treet city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLICIT	FATION NUM	BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			9B. DATED (SE 10A. MODIFICA 10B. DATED (SE	SP060011	C8271	ER NUMBEF
	ILITY CODE ONLY APPLIES TO	AMENDMENTS OF S		September	30, 2011	
	n which includes a reference SIGNATED FOR THE RECEDENT YOU desire to change at on makes reference to the state of the stat	DIFICATIONS OF COR NUMBER AS DESC THE CHANGES SET FOR THE AUTHORITY OF FAR 43.	ndment numbers. FAILUI TO THE HOUR AND DAT ch change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14 RTH IN ITEM 14 ARE MA	RE OF YOUR TE SPECIFIED by letter or elect to the opening RS. ADE IN THE CO	MAY RESULT ctronic hour and date	е
D. OTHER (Specify type of modification and a	authority)					
	nized by UCF section head (nox, Kentucky – U Potable Wate		n/contract subject matte		nle.)	
Constant of the description of t) 404 b4-6b				
Except as provided herein, all terms and conditions of the docu 15A. NAME AND TITLE OF SIGNER (Type or print)	iment referenced in item 92	16A. NAME AND TITLE O				
(,,,,,,,,,,,,,,,,,,,,,,,,,,,,		CARL SILVERS			-	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	DEC	16C. DATI	E SIGNED
(Signature of person authorized to sign)		(Signatur	re of Contracting Officer)	# \ [_(Ja nuar	y <mark>7, 2020</mark>
Previous edition unusable				RD FORM :		

STANDARD FORM 30 (REV. 11/2016 Prescribed by GSA PA特地色新男沙堡 COMMISSION OF KENTUCKY Modification P00051 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0008AE for Contract Year 8's Monthly Utility Service Charge in the total amount of \$256,515.11 and fund SubClN 0062AC for Muldraugh Water Treatment Plant Operations Fiscal Year (FY) 2020 in the total amount of \$97,986.15; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AU;
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0008AE and SubCLIN 0062AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0008 is hereby revised as follows:

FROM (modification P00050):

	Monthly Utility Service				
8000	Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: 95-96 ACRN: AT (\$256,515.11) Period of Performance: December 01, 2019 – January 31, 2020	2	MO	\$256,515.11	\$513,030.22

TO:

8000	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: 95 ACRN: AT (\$256,515.11) Period of Performance: December 01, 2019 – December 31, 2019	1	MO	\$256,515.11	\$256,515.11
0008AE	Months: 96 ACRN: AU (\$256,515.11) Period of Performance: January 01, 2020 – January 31, 2020	1	MO	\$256,515.11	\$256,515.11



11/24/2020

CLIN 0062 is hereby revised as follows:

FROM (modification P00049):

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AB	ACRN: AT (\$97,986.15) Period of performance: December 01, 2019 – January 31, 2020	2	EA	\$97,986.15	\$195,972.30

TO:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AB	ACRN: AT (\$97,986.15) Period of performance: December 01, 2019 – December 31, 2019	1	EA	\$97,986.15	\$97,986.15
0062AC	ACRN: AU (\$97,986.15) Period of performance: January 01, 2020 – January 31, 2020	1	EA	\$97,986.15	\$97,986.15

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AU Accounting and Appropriation Data is hereby established as follows:

ACRN AU is hereby established in the total amount of \$354,501.26. Funds are provided under the Direct Cite MIPR Number 11440182 as follows:

ACRN AU \$354,501.26 02120202020 2020000 S.0070014.22.2021001	0 A60TE 131079QUTS 233H 001	1440182
MIPR 11440182 dated 03 January 2020	Basic	\$354,501.26
	Total	\$354,501.26
Funding Breakdown		
P00051	On SubCLIN 0008AE	D \$266,\$15 \1/
P00051	On SubCLIN 0062AC	\$97,986.15
Total Funding for ACRN AU		\$3 <mark>54,591,26</mark> 0

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated SSION

OF KENTUCKY

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

COMMISSION

- (a) Contract line items <u>0001 to 0062</u> are incrementally funded. For these items, the sum of \$51,409,899.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause of this clause are limited to the work and allotment of tunds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Convenience of the Government."

- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$354,501.26 from \$51,055,398.59 to \$51,409,899.85.
- F. The total value of the contract remains unchanged at \$246,172,199.92.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION/M	F CONTRACT 1. CONTRACT ID CODE			PAGE 1	OF	PAGES 5	
2. AMENDMENT/MODIFICATION NUMBER 3.	EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	Г NUMBE	R (If	
P00052	See Block 16C						
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@dl	SP0600 a.mil	7. ADMINISTERED BY (lf other than Item 6)	CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO., stre	eet city, county, State ,a	and ZIP Code)	9A. AMENDMEI	NT OF SOLIC	ITATION	NUM	BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			9B. DATED (SEE 10A. MODIFICATION 10B. DATED (SE	TION OF CON SP06001			ER NUMBER
CODE: 316V9 11. THIS ITEM C	ITY CODE ONLY APPLIES TO A	AMENDMENTS OF S		September	30, 20 ⁻	11	
submitted; or (c) By separate letter or electronic communication of ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESTIN REJECTION OF YOUR OFFER. If by virtue of this amendment communication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Section G, Accounting and Appropriation 13. THIS ITEM APPLE	copies of the amendment; which includes a reference IGNATED FOR THE RECINT you desire to change an an makes reference to the second of the sec	(b) By acknowledging receive to the solicitation and amere EIPT OF OFFERS PRIOR To offer already submitted, such colicitation and this amendments of the solicitation and amere are solicitation and the	pt of this amendment on adment numbers. FAILUF O THE HOUR AND DAT the change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14.	each copy of the RE OF YOUR ESPECIFIED by letter or elector to the opening S.	MAY RE ectronic g hour and	d date	•
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation data, etc.) SET FORTH IN ITER			,	changes in pa	ying offic	:е,	
B. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	ANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and au	thority)						
E. IMPORTANT: Contractor ⊠ is not □ is req	uired to sign this dod	cument and return <u>0</u>	opies to the issuing	office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organiz	zed by UCF section head	lings, including solicitation	/contract subject matte	r where feasi	ble.)		
	Potable Water ee Additional Page nent referenced in Item 9A	or 10A, as heretofore chang	s. led, remains unchanged F CONTRACTING OFFICE	CER (Type or	print)		
		CARL SILVERS	•	KACTIN	G OF	·FIC	ER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	RFC	16C.	DATE	E SIGNED
(Signature of person authorized to sign)		(Signatur	e of Contracting Officer)	1	ال مطرة عرم طرية	nua 20 20	ar y 2 7 , 20
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STANDARD FORM 30 (REV. 11/2016 Prescribed by GSA PA根據管縣 B於是 COMMISSION OF KENTUCKY Modification P00052 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0009AA for Contract Year 9's Monthly Utility Service Charge in the total amount of \$2,088,088.40, funds SubCIN 0062AD for Muldraugh Water Treatment Plant Operations Fiscal Year (FY) 2020 in the total amount of \$797,628.40 and funds SubCLIN 0059AA for Muldraugh Water Treatment Plant Operations REA FY2016 in the total amount of \$2,154.00; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AV and AW;
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0009AA, SubCLIN 0062AD and SubCLIN 0059AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0009 is hereby established as follows:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AA	Months: 97-104 of 600 ACRN: AV (\$2,088,088.40) Period of Performance: February 01, 2020 - September 30, 2020	8	MO	\$261,011.05	\$2,088,088.40
0009AB	Months: 105 – 108 of 600 ACRN: TBD Period of Performance: October 01, 2020 - January 31, 2021	4	MO	\$261,011.05	\$1,044,044.20

CLIN 0062 is hereby revised as follows:

FROM:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AD	ACRN: TBD Period of performance:	8	EA	\$99,703.55	\$797,628.40
	February 01, 2020 - September 30, 2020				RECEIVED
					11/24/2020

11/24/2020

TO:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AD	ACRN: AV (\$797,628.40) Period of performance: February 01, 2020 - September 30, 2020	8	EA	\$99,703.55	\$797,628.40

CLIN 0059 is hereby revised as follows:

FROM:

0059	Muldraugh Water Treatment Plant Operations FY2016	Qty	Unit	Unit Price	Total Price
0059AA	ACRN: TBD Period of performance: August 1, 2016 - September 30, 2016	1	EA	\$2,154.00	\$2,154.00

TO:

0059	Muldraugh Water Treatment Plant Operations FY2016	Qty	Unit	Unit Price	Total Price
0059AA	ACRN: AW (\$2,154.00) Period of performance: August 1, 2016 - September 30, 2016	1	EA	\$2,154.00	\$2,154.00

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AV Accounting and Appropriation Data is hereby established as follows:

ACRN AV is hereby established in the total amount of \$2,885,716.80. Funds are provided under the Direct Cite MIPR Number 11447894 as follows:

ACRN AV \$2,885,716.80 02120202020 2020000 A60TE 131079QUTS 233H 0011447 394 11/24/2020 S.0070014.22.2. 2021001

S.0070014.22.2. 2021001		
MIPR 11447894 dated 22 January 2020	Basic	\$ 52,885,716E80/ICE
	Total	\$ 52.885,716.80 OF KENTUCKY

Fort Knox, KY

Funding Breakdown		
P00052	On SubCLIN 0009AA	\$2,088,088.40
P00052	On SubCLIN 0062AE	\$797,628.40
Total Funding for ACRN AV		\$2,885,716.80

ACRN AW Accounting and Appropriation Data is hereby established as follows:

ACRN AW is hereby established in the total amount of \$2,154.00. Funds are provided under the Direct Cite MIPR Number 11446863 as follows:

ACRN AW \$2,154.00 02120162016 202000 S.0005431.31.504.2. 021001	00 A2ABH 131079QDPW 2334	0011446863
MIPR 11446863 dated 27 January 2020	Basic	\$2,154.00
	Total	\$2,154.00
Funding Breakdown		
P00052	On SubCLIN 0059AA	\$2,154.00
Total Funding for ACRN AW		\$2,154.00

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0062</u> are incrementally funded. For these items, the sum of \$54,297,770.65 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contraction titled RVICE "Termination for Convenience of the Government." COMMISSION

(d) When additional funds are allotted for continued performance of the contract line items identified in

paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$2,887,870.80 from \$51,409,899.85 to \$54,297,770.65.
- F. The total value of the contract remains unchanged at \$246,172,199.92.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
P00053	See Block 16C			
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400				
FORT BELVOIR, VA 22060-6222				
Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@				
PHONE. (371) 707-0113 E-Mail: Billiney.mooreg	gula.mii			
B. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)	9A. AMENDME	NT OF SOLICITATION NUMBER
Hardin County Water District No. 1				
1400 Rogersville Road				
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208			9B. DATED (SEI	E ITEM 11)
Fax: (270) 352-3055			10A MODIFICA	TION OF CONTRACT/ORDER NUMBE
POC : Stephen Hogan, General Manager DUNS # 130402811				SP060011C8271
70110 # 100402011			10B. DATED (SE	
				September 30, 2011
CODE: 316V9 FA	CILITY CODE		l I	September 30, 2011
11. THIS ITEN	I ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
The above numbered solicitation is amended as set forth	in Item 14. The hour and da	te specified for receipt of Offe	ers is extended.	is not extended.
Offers must acknowledge receipt of this amendment prior to t	60		A 5	
a) By completing items 8 and 15, and returning bubmitted; or (c) By separate letter or electronic communicati		nt; (b) By acknowledging rece se to the solicitation and ame		The state of the s
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE D				
N REJECTION OF YOUR OFFER. If by virtue of this amend				
communication, provided each letter or electronic communication.	ation makes reference to the	solicitation and this amendm	ent, and is received prior	to the opening hour and date
pecified. 2. ACCOUNTING AND APPROPRIATION DATA (If required)	المحا			
See Section G, Accounting and Appropriat				
		DIFICATIONS OF CO	NTRACTS/ORDER	S.
IT MODIFIES THE	E CONTRACT/ORDE	R NUMBER AS DESC	RIBED IN ITEM 14.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR	SUANT TO: (Specify author	ity) THE CHANGES SET FO	RTH IN ITEM 14 ARE MA	ADE IN THE CONTRACT ORDER
NUMBER IN ITEM 10A.				
D. THE ADOVE NUMBERED CONTRACTO	DDED IS MODIFIED TO BE	THE ADMINISTRAT	INTERNATIONS (SINCE AS	about the second
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				changes in paying onice,
B. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSU	JANT TO AUTHORITY OF:		
FAR 52.241-7, Change in Rates of	r Terms and Conditions of	of Service for Regulated	Services	
D. OTHER (Specify type of modification and	d authority)			
E. IMPORTANT: Contractor \square is not \boxtimes is r	equired to sign this do	ocument and return 1	copies to the issuing	office.
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	anized by UCF section hea	dings, including solicitatio	n/contract subject matte	er where feasible.)
. •	•	• .	•	
- .				
Fort		Itility Privatization Co er Utility System	ontract	
		es for Further Detail:	\$	
	occ / dallionar r ag	co for i dittici Detail	5.	
Except as provided herein, all terms and conditions of the doc	cument referenced in Item 0	Δ or 10Δ as heretofore chan	ned remains unchanged	and in full force and effect
Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or print)	Sament referenced in item 9/	16A. NAME AND TITLE C		
The state of the s				
STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS	STONE, CONT	RACTING OFFICER
SB. CONTRACTOR OFFERICA	15C, DATE SIGNED	16B. UNITED STATES OF	AMERICA	16C. DATE SIGNED
Att III / You	02/1		o utremestatiliti	
(Signature of person authorized to sign)	- 040/202	(Signatu	re of Contracting Officer)	February 21, 202
/	- 6	(=.3.74.6		IKECEIVE
Previous edition unusable			STANDAR	RE FORM 30 (REV. 11/2016
TO PIOUS GUILIOIT UTIUSADIG				GSA FAR (48 62A) 230220
			-,	
				PUBLIC SERVICE

- A. The purpose of this modification is to:
 - Accept Hardin County Water District No.1's (HCWD1) proposal submission dated 12 February 2020 to re-scope the Capital Improvement Projects submitted on 01 June 2016 and executed in modification P00029. HCWD1 has proposed to accelerate the decommissioning of the the Central Water Treatment Plant (WTP) concurrently with the Muldraugh WTP Capital Improvement Projects and supply 100-percent of the water demand for Fort Knox, throughout the duration of the Muldraugh WTP Capital Improvement Projects at no additional cost to the Government;
 - 2. Update Section B, *Schedule B.3*, to provide funding to SubCLIN 0059AC for Muldraugh Water Treatment Plant Operations REA FY2018 in the total amount of \$1,162,023.76;
 - 3. Revise Section B.6, Capital Improvement Projects. The price is established as a Not-to-Exceed (NTE) based upon HCWD1's price in its proposed plan. The final adjustments to the Utility Service Charge will be established upon the completion of the Muldraugh WTP Improvement Plan and the decommissioning of the Central WTP. The upgrades will be using funding from the Fort Knox water reserve fund held by HCWD1; and
 - 4. Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AX.
- B. Section B Supplied or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0059AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0059AC is hereby revised as follows:

FROM:

0059	Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019	7 7 2 7			
0059AC	FY2018	1	EA	\$1,162,023.76	\$1,162,023.76
	ACRN: TBD				
	PoP: October 1, 2017 - September 30, 2018				

TO:

0059	Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019						
0059AC	FY2018	1	EA	\$1,162,023.76	\$1,162,023.76		
	ACRN: AX						
	PoP: October 1, 2017 - September 30, 2018						

C. B.6 Capital Improvement Projects is **revised** as follows:

M:				o .
Project No.	Year 6 – 10 Project Name	CIP Totals	RECE	VEC
1	Muldraugh WTP Improvements		\$4,8 4510<u>6</u>2.4 02	020
2	1.5 MG Old Ironsides Tank		\$5,054,000.00	
3	1.5 MG Education Center Tank		\$ P.bbB.bbC.06	RVICE
4	Park Road 14' Main Extension		\$29QJVU\dbS	SION
	*		OF KENT	UCKY
			OF KENTI	UC

5	Automatic Flusher Installed in Dietz Area	\$13,000.00
6	Line Improvements - North Frazier Area	\$30,000.00
7	Line Improvements - 7th Armon Division Cut off Road	\$143,000.00
8	Decommission Central WTP and Large Diameter Mains	\$322,000.00
9	Installation of Check Valves New Education Center Tank	\$70,000.00
10	Remove Frazier Tank	\$76,000.00
11	Remove Van Voorhis Tank	\$60,000.00
12	Remove Prichard Tank	\$76,000.00
13	Automatic Flusher Installed in Dietz Area	\$13,000.00
14	Automatic Flusher Installed in Prichard Area	\$13,000.00
15	Remove HRC Tank	\$76,000.00
16	Remove Fort Knox High School Tank	\$76,000.00
17	Remove Old Ironside Tank	\$76,000.00
	Total:	\$16,293,000.00

To:

Project No. Year 6 – 10 Project Name		CIP Totals	Period of Performance		
1	Muldraugh WTP Improvements	\$12,622,000.00	8/12/2016 – 9/17/2021		
2	1.5 MG Old Ironsides Tank (Frazier)	\$3,226,700.00	8/12/2016 — 1/7/2021		
3	1.5 MG Education Center Tank (Estrada)	\$3,226,700.00	8/12/2016 – 1/7/2021		
4	Park Road 14' Main Extension	\$290,000.00	8/12/2016 - 1/7/2021		
5	Automatic Flusher Installed in Dietz Area	\$13,000.00	TBD*		
6	Line Improvement - Gold Vault- Area	\$0.00	n/a		
7	Line Improvements - North- Frazier Area	\$0.00	n/a		
8	Line Improvements - 7th Armored Division Cut off Road	\$143,000.00	8/12/2016 – 9/17/2021		
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00	1/4/2021 – 11/5/2021		
10	Installation of Check Valves- New Education Center Tank	\$0.00	n/a		
11	Remove Frazier Tank	\$76,000.00	1/4/2021 - 11/5/2021		
12	Remove Van Voorhis Tank	\$60,000.00	1/4/2021 - 11/5/2021		
13	Remove Prichard Tank	\$76,000.00	1/4/2021 11/5/2021		
14	Automatic Flusher Installed in Dietz Area	\$13,000.00	TBD*		
15	Automatic Flusher Installed in Prichard Area	\$13,000.00	TBD*		
16	Remove HRC Tank	\$76,000.00	1/4/2021 - 11/5/2021		
17	Remove Fort Knox High School Tank	\$76,000.00	1/4/202111/5/2021		
18	Remove Old Ironside Tank	\$76,000.00	1/4/2021 - 11/5/2021		
	Total	\$20,309,400,00	8/12/2016 - 11/5/202		

Total: \$20,309,400.00 8/12/2016 – 11/5/2021

* Automatic Flushers may not be necessary; project is only required if observed demands are lower than anticopated and will/624/2020 evaluated based on water quality monitoring.

COMMISSION OF KENTUCKY

D. Section G – Contract Administration Data – As results of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AX Accounting and Appropriation Data is hereby Established as follows:

ACRN AX is hereby established in the total amount of \$1,162,023.76. Funds are provided under the Direct Cite MIPR Number 11446866, Basic as follows:

ACRN AX \$1,162,023.76 02120182018 202 S.0045979.28.3 021001	20000 A2ABH 131079QUTS 23	334 0011446866
MIPR 11446866 dated 14 February 2020	Basic	\$1,162,023.76
	Total	\$1,162,023.76
Funding Breakdown		
P00053	On SubCLIN 0059AC	\$1,162,023.76
Total Funding for ACRN AX		\$1,162,023.76

E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0062</u> are incrementally funded. For these items, the sum of \$55,459,794.41 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terininate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled/2020 "Termination for Convenience of the Government." PUBLIC SERVICE

- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- F. The total amount obligated is increased by \$1,162,023.76 from \$54,297,770.65 to \$55,459,794.41.
- G. The total value of the contract remains unchanged at \$246,172,199.92.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

11/24/2020

AMENDMENT OF SOLICITATION/I	MODIFICATION O	OF CONTRACT	1. CONTRACT ID CO	DE	PAGE OF	PAGES 4
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	NUMBER (If a	•
P00054	See Block 16C					
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@	SP0600	7. ADMINISTERED BY (lf other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	treet city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLICI	TATION NUMI	BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			9B. DATED (SE	TION OF CON SP060011	IC8271	R NUMBER
	ONLY APPLIES TO	AMENDMENTS OF S		September	30, 2011	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/OF appropriation data, etc.) SET FORTH IN IT	copies of the amendment n which includes a reference SIGNATED FOR THE REC lent you desire to change an ion makes reference to the s and On Data PLIES ONLY TO MOI CONTRACT/ORDEF UANT TO: (Specify authority RDER IS MODIFIED TO RE EM 14, PURSUANT TO THE SENTERED INTO PURSUA	t; (b) By acknowledging receive to the solicitation and ameron the solicitation and ameron the solicitation and the solicitation and this amendment of the solicitation and this amendment of the solicitation and the soli	pt of this amendment on adment numbers. FAILUF O THE HOUR AND DAT the change may be made ent, and is received prior NTRACTS/ORDER RIBED IN ITEM 14. RTH IN ITEM 14 ARE MAD AR	each copy of the RE OF YOUR TE SPECIFIED by letter or elect to the opening RS. ADE IN THE CO	MAY RESULT ctronic hour and date	3
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor ⊠ is not □ is re	equired to sign this do	cument and return <u>0</u> c	opies to the issuing	office.		
	Knox, Kentucky – U Potable Wate	dings, including solicitation tility Privatization Co r Utility System es for Further Details	ntract	where feasil	ole.)	
	3					
Except as provided herein, all terms and conditions of the doct	ument referenced in Item 9A	•				
15A. NAME AND TITLE OF SIGNER (Type or print)		CARL SILVERS				ER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	RFC	16C. DATE	SIGNED
(Signature of person authorized to sign)		(Signatur	e of Contracting Officer)	# _\	MalcN3	
Previous edition unusable			STANDAF Prescribed by			

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, *Schedule*, to provide funding to SubCLIN 0059AB for Muldraugh Water Treatment Plant Operations Request for Equitable Adjustment (REA) FY2017 in the total amount of \$770,040.96; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AY.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLIN 0059AB:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0059 is hereby revised as follows:

FROM

0059	Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019	Qty	Unit	Unit Price	Total Price
0059AB	FY2017 ACRN: TBD Period of Performance: October 1, 2016 – September 30, 2017	1	EA	\$770,040.96	\$770,040.96

TO:

0059	Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019	Qty	Unit	Unit Price	Total Price
0059AB	FY2017 ACRN: AY Period of Performance: October 1, 2016 – September 30, 2017	1	EA	\$770,040.96	\$770,040.96

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AY is hereby increased in the amount of \$770,040.96. Funds are provided under the Direct Cite MIPR Number MIPR 11446865 as follows:

ACRN AY \$770,040.96 02120172017 20200 S.0045978.28.3 021001	0114468 <mark>65</mark>	
MIPR11446865 dated March 27, 2020	Basic	\$770,040.96
Will TYTT-TOOGS dated Water 27, 2020	Total	\$7/70/204/2020
	Iotai	\$7170,040.940
Funding Breakdown		PUBLIC SERVICE COMMISSION
P00054	On SubCLIN 0059AB	\$770,040,96 _k y
Total Funding for ACRN AY		\$770,040.96

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0061</u> are incrementally funded. For these items, the sum of \$56,229,835.37 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

PUBLIC SERVICE

(g) The termination provisions of this clause do not limit the rights of the Government under the clause ion entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the

contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$770,040.96 from \$55,459,794.41 to \$56,229,835.37.
- F. The total value of the contract remains unchanged at \$246,172,199.92
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENUMENT OF SOLICITATION	MODIFICATION	OF CONTRACT	Î			1 1	1
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQU	ISITION NUMBER	5. PROJECT	T NUMBER (If	applicable)
P00055	See Block 16C						
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If othe	r than Item 6)	CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@							
		1770 0 1)					
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)	-	9A. AMENDMEN	IT OF SOLICI	ITATION NUM	BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 358 3055				9B. DATED (SEE	ITEM 11)		
Fax: (270) 352-3055 POC : Stephen Hogan, General Manager				10A. MODIFICAT			ER NUMBER
DUNS # 130402811			\boxtimes		SP060011	1C8271	
				10B. DATED (SE	E ITEM 13)		
	CILITY CODE				September	30, 2011	
11. THIS ITEN	ONLY APPLIES TO	AMENDMENTS OF	SOLIC	ITATIONS			
	the hour and date specified ir copies of the amendment on which includes a reference ESIGNATED FOR THE REC ment you desire to change an attion makes reference to the service. Fred) From Data PLIES ONLY TO MOI E CONTRACT/ORDER	the solicitation or as amendat; (b) By acknowledging receive to the solicitation and americally of the solicitation and americally of the solicitation and this amendment of the solicitation and this amendment of the solicitation and the sol	ded, by delipt of the endment TO THE lich charment, and	is amendment on a numbers. FAILUR HOUR AND DATE ge may be made to dis received prior to the company of the comp	g methods: each copy of t RE OF YOUR E SPECIFIED by letter or ele to the opening	MAY RESULT ectronic g hour and date	e
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED TO RE	FLECT THE ADMINISTRAT	TIVE CH	ANGES (such as	 changes in pa	aving office.	
appropriation data, etc.) SET FORTH IN I	TEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.		Carried Carrie		,,,,,	
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates or			Service	e			
D. OTHER (Specify type of modification and		Service for Regulated C	Jei vice	3			
Section 2.13	dationty						
E. IMPORTANT: Contractor is not is not	equired to sign this do	cument and return 1	conies	to the issuing	office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization)						ible)	
Fort	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Co r Utility System es for Further Detail	ontrac s.	t			
Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or print)	cument referenced in item 9A	16A. NAME AND TITLE C					
13A. NAME AND THE OF SIGNER (Type of print)		TOA. NAME AND THEE C	J 0014	TRACTING OF TR	LIC (Type of	printy	
STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS	STO	NE, CONT	RACTIN	G OFFIC	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	FAMER	ICA		160. DAT	ESIONED
(Signature of person authorized to sign)	10-20-20	(Signatu	re of Co	ntracting Officer)	RFC	October/.	20, 2020
		1-9-3-1		<u> </u>			
Previous edition unusable				STANDAR Prescribed by	GSA FAR (243 CE

OF KENTUCKY

OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0009AA for Contract Year 9's Monthly Utility Service Charge in the total amount of \$261,011.05 and funds SubCLIN 0063AA for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$99,703.55; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN AZ;
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0009 and establish CLIN 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0009 is hereby revised as follows:

FROM:

	Monthly Utility Service	5-01 N			
0009	Charge	Qty	Unit	Unit Price	Total Price
0009AB	Months: 105 – 108 of 600 ACRN: TBD Period of Performance: October 01, 2020 - January 31, 2021	4	MO	\$261,011.05	\$1,044,044.20

TO:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AB	Months: 105 of 600 ACRN: AZ Period of Performance: October 01, 2020 – October 31, 2020	1	MO	\$261,011.05	\$261,011.05
0009AC	Month 106 - 108 of 600 ACRN: TBD November 01, 2020 - January 31, 2021	3	Мо	\$261,011.05	\$783,033.15

CLIN 0063 is hereby established as follows:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AA	ACRN: AZ Period of Performance: October 01, 2020 - October 31, 2021	1	MO	\$99,703.55	RECEIVED
					11/24/2020 PUBLIC SERVICE COMMISSION

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AZ is hereby established in the amount of \$360,714.60. Funds are provided under the Direct Cite MIPR Number MIPR 11557723 as follows:

ACRN AZ \$360,714.60 2120212021 2020000	0 A60TE 131079QUTS 233H 00115	57723 S.0070014.22.2
021001		
MIPR11557723 dated October 01, 2020	Basic	\$360,714.60
	Total	\$360,714.60
Funding Breakdown		
P00055	On SubCLIN 0009AB	\$261,011.05
P00055	On SubCLIN 0063AA	\$99,703.55
Total Funding for ACRN AZ		\$360,714.60

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0063</u> are incrementally funded. For these items, the sum of \$56,590,549.97 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date item time to contract or should be additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will like year

covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$360,714.60 from \$56,229,835.37 to \$56,590,549.97.
- F. The total value of the contract is increased by \$99,703.55 from \$246,172,199.92 to 246,271,903.47.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020

AMENDMENT OF SOLICITATION	1. CONTRACT ID CODE PAGE OF PA			OF PAGES		
2. AMENDMENT/MODIFICATION NUMBER P00056	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE	E REQUISITION NUMBER	5. PROJEC	NUMBE	R (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Brittney Moore, DLA Energy-FEEBAPHONE: (571) 767-0113 E-Mail: brittney.moore@		7. ADMINISTERED BY (if other than item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343	street city, county, State ,	and ZIP Code)	9A. AMENDME 9B. DATED (SE		ITATION I	NUMBER
Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			10A. MODIFICA 10B. DATED (Si	SP06001	1C8271	
	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF S		September	30, 201	J
submitted; or (c) By separate letter or electronic communication and the PLACE D IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communication. 12. ACCOUNTING AND APPROPRIATION DATA (If requires See Section G, Accounting and Appropriation)	DESIGNATED FOR THE RECI Idment you desire to change an ation makes reference to the s	EIPT OF OFFERS PRIOR TO n offer already submitted, suc	DTHE HOUR AND DAT h change may be made	E SPECIFIED by letter or ele	ectronic	
13. THIS ITEM AP	PLIES ONLY TO MODE CONTRACT/ORDER					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	SUANT TO: (Specify authority	y) THE CHANGES SET FOR	TH IN ITEM 14 ARE MA	ADE IN THE C	ONTRACT	ORDER
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				changes in pa	ying office	<u> </u>
B. THIS SUPPLEMENTAL AGREEMENT FAR 52,241-7, Change in Rates o			ervices			
D. OTHER (Specify type of modification and	d authority)					
E. IMPORTANT: Contractor ☐ is not ☒ is i	required to sign this doc	cument and return <u>1</u>	opies to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	lings, including solicitation.	contract subject matte	er where feasi	ble.)	
Fort	Knox, Kentucky – Ut Potable Water See Additional Page	r Utility System				
Except as provided herein, all terms and conditions of the do						ct.
15A. NAME AND TITLE OF SIGNER (Type or print) JUSTIN METZ, ACTING GENERAL		CARL SILVERS			•	FICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. I	DATE SIGNED
(Signature of person authorized to sign)	— Oct. 30, 2020	(Signature	of Contracting Officer)	PE	Nove	ember 2, 2020
Previous edition unusable						V. 11/2016)
			Prescribed by	y CSA FAR (49 ¢ Z Ø)	28U2V

- A. The purpose of this modification is to:
 - Update Section B, Schedule B.3, to provide funding to SubCLIN 0009AB for Contract Year 9's Monthly Utility Service Charge in the total amount of \$522,022.10 and funds SubCLIN 0063AA for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$199,407.10; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to revised ACRN AZ;
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0009 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0009 is hereby revised as follows:

FROM:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AB	Months: 105 of 600 ACRN: AZ Period of Performance: October 01, 2020 – October 31, 2020	1	MO	\$261,011.05	\$261,011.05
0009AC	Month 106 - 108 of 600 ACRN: TBD November 01, 2020 - January 31, 2021	3	Мо	\$261,011.05	\$783,033.15

To:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AB	Months: 105 - 107 of 600 ACRN: AZ Period of Performance: October 01, 2020 - December 31, 2020	3	MO	\$261,011.05	\$783,033.15
0009AC	Month 108 of 600 ACRN: TBD January 01, 2021 - January 31, 2021	1	Мо	\$261,011.05	\$261,011.05



11/24/2020

CLIN 0063 is hereby revised as follows:

From:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AA	ACRN: AZ Period of Performance: October 01, 2020 - October 31, 2020	1	MO	\$99,703.55	\$99,703.55

To:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AA	ACRN: AZ Period of Performance: October 01, 2020 - December 31, 2020	3	MO	\$99,703.55	\$299,110.65

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

G.5 Accounting and Appropriation Data

ACRN AZ is hereby increased in the amount of \$721,429.20. Funds are provided under the Direct Cite MIPR Number MIPR 11557723, Amendment 0001 as follows:

ACRN AZ \$721,429.20 2120212021 202000	00 A60TE 131079QUTS 233H 0011	557723 S.0070014.22.2				
021001						
MIPR11557723 dated October 01, 2020	Basic	\$360,714.60				
	Amendment 0001	\$721,429.20				
	Total	\$1,082,143.80				
Funding Breakdown						
P00055	On SubCLIN 0009AB	\$261,011.05				
P00055	On SubCLIN 0063AA	\$99,703.55				
P00056	On SubCLIN 0009AB	\$522,022.10				
P00056	On SubCLIN 0063AA	\$199,407.10				
Total Funding for ACRN AZ \$1,082,143.80						

D. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

IRECEIVED

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 20 4)

11/24/2020

(a) Contract line items <u>0001 to 0063</u> are incrementally funded. For these items, the sum of \$57,311,979.17 of the total price is presently available for payment and allotted to this contraction of allotment schedule is set forth in paragraph (j) of this clause.

COMMISSION
OF KENTUCKY

Modification P00056 SP060011C8271 Fort Knox, KY

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract purple clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.



11/24/2020 acceptance is PUBLIC SERVICE COMMISSION OF KENTUCKY (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$721,429.20 from \$56,590,549.97 to \$57,311,979.17.
- F. The total value of the contract is increased by \$199,407.10 from \$246,271,903.47 to \$246,471,310.57.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



11/24/2020