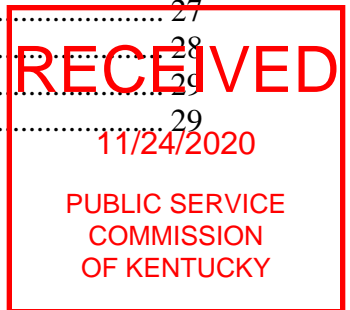


# Fort Knox Potable Water Utility System

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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.

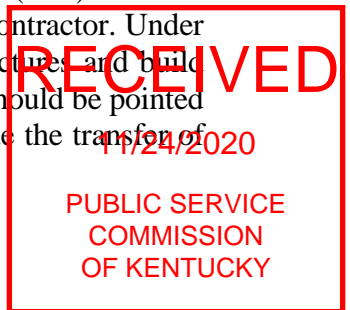
The Army created its first armored force at Fort Knox in 1940 and as a result the Installation is often referred to as “the Home of Armor”. During World War II, four combat armored divisions were trained at Installation. Since first established in 1918, Fort Knox has played a key role in the development 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 of



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



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, 13 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



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.



**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
<b>Total Fort Knox Wells</b>					<b>8,750</b>	<b>12.600</b>
<b>Hardin County Water District No. 1 (Leased Wells)</b>						
--	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
<b>Total Leased Wells</b>					<b>3,000</b>	<b>4.320</b>
<b>Total Wells</b>					<b>11,750</b>	<b>16.920</b>

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 aquifer 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.



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 be leaking underground. The Installation is planning to study the potential repair /

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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.

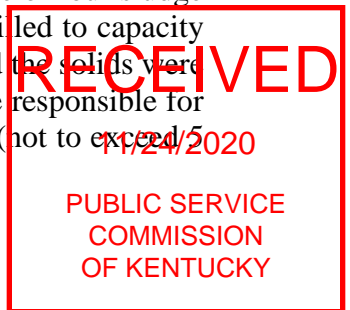
The Muldraugh WTP facility is also a combination water softening and WTP. As detailed in the monthly operating reports, the facility continues to produce a good quality finished-water, in spite of the deteriorating equipment and facility. This is likely due to the fact that the Muldraugh WTP is generally 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 the solids were 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 exceed 5



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**.



**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
<b>Total</b>					<b>3,550,000</b>

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.

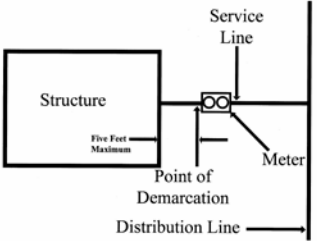
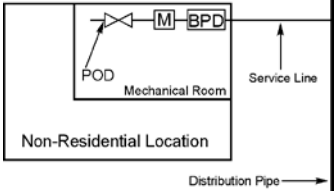
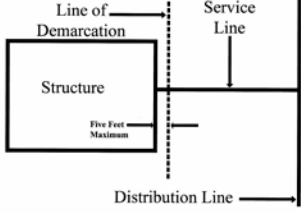
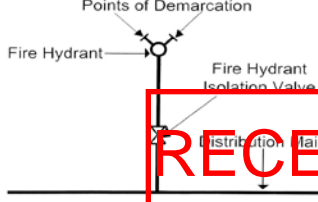


**JA1.2.1.2 Points of Demarcation**

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
<p>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.</p>	<p>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.</p>	
<p>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.</p>	<p>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.</p>	
<p>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.</p>	<p>No water meter, backflow device, or cutoff valve exists on the service line entering the structure.</p>	
<p>No point of demarcation exists; the utility service contractor will own all exterior fire suppression infrastructure, up to and including fire hydrants.</p>	<p>Exterior fire protection exists at the Installation.</p>	

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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	1.) The downstream side of the valve on the 12-inch main connects to the Prichard Elevated Water Storage Tank (WT008). 2.) 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	1.) The downstream side of the meter located at U.S. Highway 31W, on the north end of Fort Knox’s 10-inch water main. 2.) 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.

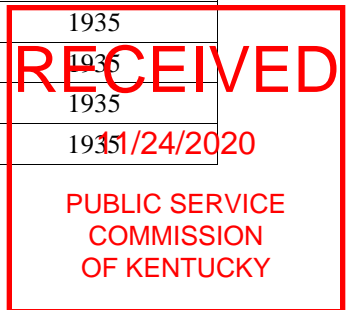


**TABLE 5**  
Fixed Inventory  
*Potable Water Utility System, Fort Knox, Kentucky*

Component	Size	Quantity	Unit	Average Year of Construction
<b>RAW WATER SOURCES</b>				
<i>McCracken Spring Intake</i>				1937/1980
<i>CI Line to Otter Creek PS</i>	16-inch	2,500	Linear Feet	1937
<i>Otter Creek PS (Facility No. 9213)</i>	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
<i>Central WTP (Facility No 1205)</i>	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
<i>Central WTP High Lift</i>				
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
<i>West Point Well Field</i>				
Well No. 1, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 2, pump/controls	750 gpm, 125 HP	1	Each	2004
Well No. 3, pump/controls	750 gpm, 125 HP	1	Each	2004
Well No. 5, pump/controls	750 gpm, 125 HP	1	Each	2002



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
<b>Muldraugh WTP (Facility No. 3009)</b>	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
<b>Muldraugh High Lift (Fac. No. 3008)</b>		<b>1,840</b>	<b>SF</b>	<b>1977</b>
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
<b>MAIN POST</b>				
<b>Distribution Pipe</b>				
Cast Iron	Unknown	1,420	Linear Feet	1935
	.75"	1,155	Linear Feet	1935
	1"	4,463	Linear Feet	1935
	1.25"	4,207	Linear Feet	1935



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
<i>Total Cast Iron</i>		<i>567,212</i>	<i>Linear Feet</i>	
<i>Ductile Iron</i>	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
<i>Total Ductile Iron</i>		<i>87,036</i>	<i>Linear Feet</i>	
<i>Transite</i>	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
<i>Total Transite</i>		<i>23,463</i>	<i>Linear Feet</i>	
<i>PVC</i>	1.5"	16,608	Linear Feet	2005
	2"	10,698	Linear Feet	2008

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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
<i>Total PVC</i>		<i>120,904</i>	<i>Linear Feet</i>	
<i>Galvanized Steel</i>	2.5"	1,264	Linear Feet	1995
<i>Total Distribution Pipe</i>		<i>799,879</i>	<i>Linear Feet</i>	
<b>Valves</b>	.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	2007
	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
<b>Fire Hydrants</b>		722	Each	1935
		83	Each	1958
		14	Each	1997
		54	Each	2005
<b>Meters</b>		50	Each	Assume 1998
<b>Pressure Reducing Station</b>		1	Each	2003
<b>SCADA</b>		2	Each	1995
<b>Well Control System</b>		1	Each	1995
<b>Van Voorhis BPS (Facility No. 5898)</b>	Structure	NA	SF	1995
Pump No. 1 & pressure tank	175 gpm, 10 HP	1	Each	1995

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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
<b><i>Elevated Storage Tanks (Steel)</i></b>				
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
<b>ZUSSMAN RANGE (MT. EDEN)</b>				
<b><i>Distribution Pipe</i></b>				
PVC	1"	110	Linear Feet	1997
	1"	383	Linear Feet	2002
	1.5"	60	Linear Feet	2002
	4"	30,177	Linear Feet	1997
<i>Total PVC Pipe</i>		<i>30,730</i>	<i>Linear Feet</i>	
PE	1"	1,111	Linear Feet	2002
	4"	13,668	Linear Feet	2002
<i>Total PE Pipe</i>		<i>14,779</i>	<i>Linear Feet</i>	
<b><i>Valves</i></b>	1"	4	Each	1997
	1"	2	Each	2002
	1.5"	1	Each	2002
	4"	2	Each	1997
	4"	13	Each	2002
<b>YANO RANGE</b>				
<b><i>Distribution Pipe</i></b>				
PVC	2"	2,500	Linear Feet	1990
<b><i>Valves</i></b>	2"	2	Each	1990
<b><i>Pressure Reducing Valves</i></b>		2	Each	1990

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



**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 Fort Knox Potable Water Utility 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. 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, and



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**

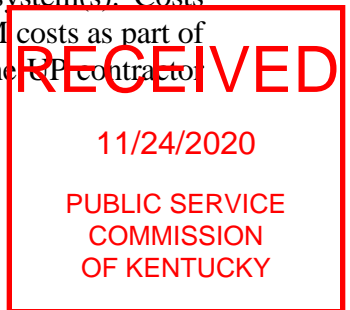
The Contractor and Contractor employees shall register vehicles with Fort Knox Provost Marshal within 5 working days from date of employment and renew registration annually thereafter. The registrant shall remove the registration decal from the registered vehicle upon termination of employment or sale 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**

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 DPW contractor may be asked to assist the DPW:



- 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**

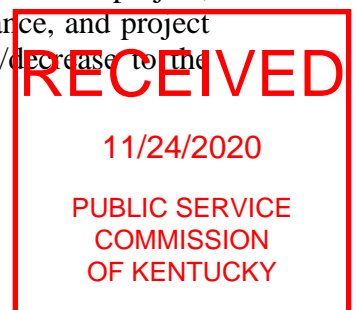
The following language GENERALLY describes the process for an RFA and may not be all inclusive. It is provided for informational purposes only, and the Government is not binding itself to follow these steps. Nonetheless, the current process is as follows: (*Abbreviations: PM – DPW Project Manager; KO – 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/decrease to the O&M/R&R

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



**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**

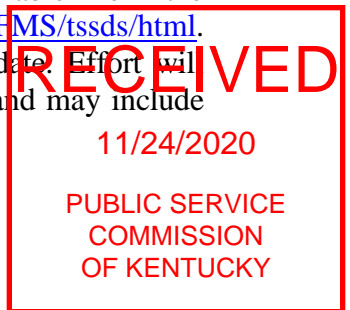
Contractor shall subscribe to the regional process (one-call dispatch center) for notification and marking of underground utilities. The Contractor shall endeavor to mark all utilities in the time windows defined by this process. In some cases, where non-metallic lines do not have tracer wires, it may 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-TSFIMS/tssds/html>. The project must be completed no later than one year after the contract start date. 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.



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.

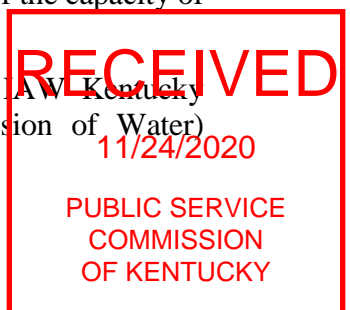
Changes to O&M processes and procedures will be coordinated with DPW and the Fire Department.

### **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 IAW Kentucky 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**

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 materials and schedule additional repairs. The Contractor shall develop procedures for notification of utility outage to necessary personnel during the transition period.



### **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 business days unless there is a delay from the Government or the Contractor cannot procure the material.



### **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*. The 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



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 800.46.



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 NACLIC, and completion of Forms SF85P or SF86 and Supplemental Questionnaire.



- 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
<i>Total</i>	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.





**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*.

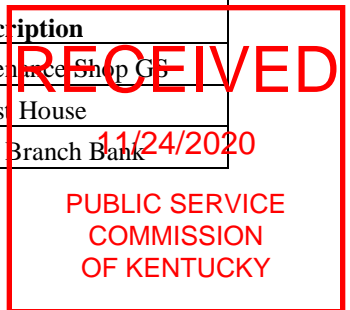
The Army intends to pay for the installation of new meters under the Army’s Metering Program (AMP). The Contractor shall closely work with the Army and the Army’s Contractors to facilitate the installation of advanced metering equipment on the existing meters, the installation of new meters with advanced 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 11**  
Existing Secondary Meters  
*Potable Water Utility System, Fort Knox, Kentucky*

Meter No.	Tenant Organization	Group No.	Building Served / Description
1000259	81st RSC	2271	Building No. 5901 - Vehicle Maintenance Shop G3
1000405	Anderson Guest House	918	Building No. 7961 - Anderson Guest House
1000009	Armed Forces Bank	552	Building No. 1507 - Armed Forces Branch Bank



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	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 Guest

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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 25<sup>th</sup> 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: 502-\_\_\_\_-\_\_\_\_

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 10<sup>th</sup> of each month for the previous month. Meter reading reports shall be submitted to:

Name: TBD

Address: Directorate of Public Works  
Fort Knox, KY \_\_\_\_\_

Phone number: 502-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_



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: 502-\_\_\_\_-\_\_\_\_

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: 502-\_\_\_\_-\_\_\_\_

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: 502-\_\_\_\_-\_\_\_\_

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



## 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*

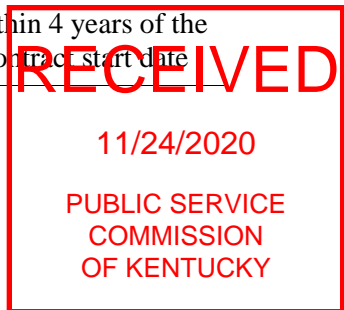
System Component	Recognized Deficiencies and the Government’s Approach to Remedy	Year to be Completed
System Survey / Assessment and Re-Map the Utility Systems	Conduct a system survey / assessment and re-map the potable water distribution system with GIS coordinates. This project also includes the development of an accurate computerized model of the system.	Within 1 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> 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.	Within 1 <sup>st</sup> 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 <sup>st</sup> year of the contract start date
Central WTP	Replace the roof of the Central WTP.	Within 1 <sup>st</sup> 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 <sup>st</sup> 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 contract start date



<b>System Component</b>	<b>Recognized Deficiencies and the Government's Approach to Remedy</b>	<b>Year to be Completed</b>
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 <sup>st</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>rd</sup> year of the contract start date



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: <ul style="list-style-type: none"> <li>• 834 LF of 1-inch</li> <li>• 1,988 LF of 1.5-inch</li> <li>• 3,726 of 2-inch</li> <li>• 284 LF of 3-inch</li> <li>• 4,231 LF of 6-inch</li> <li>• 6,472 LF of 8-inch</li> <li>• 5,927 LF of 10-inch</li> </ul>	Within 3 <sup>rd</sup> year of the contract start date
Distribution Pipe & Valves	Replace ductile iron pipe in the Van Voorhis Housing area of the following approximate amounts: <ul style="list-style-type: none"> <li>• 180 LF of 1-inch</li> <li>• 7,076 LF of 1.25-inch</li> <li>• 4,293 LF of 1.5-inch</li> <li>• 11,436 LF of 2-inch</li> <li>• 1,115 LF of 3-inch</li> <li>• 25,835 LF of 6-inch</li> <li>• 18,034 LF of 8-inch</li> <li>• 4,677 LF of 10-inch</li> <li>• 897 LF of 12-inch</li> <li>• 192 LF of 14-inch</li> </ul>	Within 3 <sup>rd</sup> 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 <sup>rd</sup> 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: <ul style="list-style-type: none"> <li>• 994 LF of 1-inch</li> <li>• 29 LF of 1.25-inch</li> <li>• 759 LF of 1.5-inch</li> <li>• 3,720 LF of 2-inch</li> <li>• 483 LF of 2.5-inch</li> <li>• 4,280 LF of 3-inch</li> <li>• 3,754 LF of 4-inch</li> <li>• 61,582 LF of 6-inch</li> <li>• 38,255 LF of 8-inch</li> <li>• 17,066 LF of 10-inch</li> <li>• 4,153 LF of 12-inch</li> <li>• 1,665 LF of 14-inch</li> </ul>	Within 4 <sup>th</sup> year of the contract start date







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:

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

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0052	ISDC Surcharge – Year 1				
0052AA	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	Mo	\$473,831.00	\$3,790,648.00



**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 131056QMIS 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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- 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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0052	ISDC Surcharge – Year 1				
0052AA	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	Mo	\$473,831.00	\$3,790,648.00

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0052	ISDC Surcharge – Year 1				
0052AA	Months 1-12 of 60 ACRN: TBD Period of Performance: February 1, 2012 – January 31, 2013	12	mo	\$473,831.00	\$5,685,972.00

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**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**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE 1 OF 2	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 13 December 2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY DLA ENERGY- ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 3830 FT. BELVOIR, VA 22060-6222 FAX (703) 767-8506 BUYER/SYMBOL: BRYAN SVEUM/DESC-E PHONE (703) 767-9518 Bryan.sveum@dla.mil		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP 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			9a. AMENDMENT OF SOLICITATION NO.		
			9b. DATED (SEE ITEM 11)		
			X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
				10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>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.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
	OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.					
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Reference: Fort Knox Army Base Water Utility Privatization Contract					
See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER		
			JAMES JOHNSON		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Office)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA		

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3 December 2011  
11/24/2020  
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15B. NAME OF CONTRACTOR/OFFEROR BY _____ <i>(Signature of person authorized to sign)</i> NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	15C. DATE SIGNED 30-105	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 8 November 2011
---	-------------------------------	--	-------------------------------------

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:

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](mailto:brian.koessel@dla.mil)

To:

JAMES JOHNSON  
8725 John J. Kingman Road  
Suite 3725  
Fort Belvoir, VA 22060  
DSN: 427-9554  
Phone: (703) 767-9554  
E-mail: [james.l.johnson@dla.mil](mailto:james.l.johnson@dla.mil)

All other terms and conditions of the subject contract 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 2	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 18 January 2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Bryan Sveum/DLA Energy-EA PHONE: (703) 767-9518 E-MAIL: <a href="mailto:bryan.sveum@dla.mil">bryan.sveum@dla.mil</a>		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.			
		9b. DATED (SEE ITEM 11)			
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
			10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) 0					
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.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)					
<b>Fort Knox, Kentucky – Utility Privatization Contract</b> <b>Potable Water Utility System</b>  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)		16A. NAME OF CONTRACTING OFFICER			
		<b>James Johnson</b>			
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	18 January 2012		

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV.10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

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

FROM:  
HQ0105  
DEFENSE FINANCE ACCOUNTING SERVICE  
DFAS INDIANAPOLIS CENTER  
899 E. 56<sup>TH</sup> STREET  
INDIANAPOLIS, IN 46249

TO:  
HQ0490  
DEFENSE FINANCE ACCOUNTING SERVICE  
DFAS-INDY VP GFEBS  
8899 E 56TH STREET  
INDIANAPOLIS IN 46249-3800

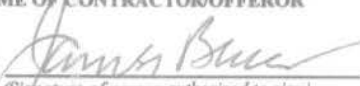
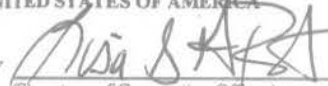
- B. All other terms and conditions of the subject contract remain unchanged and in full force and effect.

**END OF MODIFICATION**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 31 January 2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA Energy-EA PHONE: (703) 767-9559 E-MAIL: <a href="mailto:kenneth.richardson@dla.mil">kenneth.richardson@dla.mil</a>		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		X 10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) 0				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b>  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) JAMES BRUCE, GENERAL MANAGER		16A. NAME OF CONTRACTING OFFICER Lisa S. Goins-Berntsen		
15B. NAME OF CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 31-JAN-2012	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/24/2020	

- 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:

JAMES JOHNSON  
8725 John J. Kingman Road  
Suite 3725  
Fort Belvoir, VA 22060  
DSN: 427-9554  
(703) 767-9554  
E-mail: [james.l.johnson@dla.mil](mailto:james.l.johnson@dla.mil)

To:

LISA GOINS-BERNTSEN  
8725 John J. Kingman Road  
Suite 3725  
Fort Belvoir, VA 22060  
DSN: 427-7543  
(703) 767-7543  
E-mail: [lisa.goinsberntsen@dla.mil](mailto: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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

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 31<sup>st</sup> 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

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

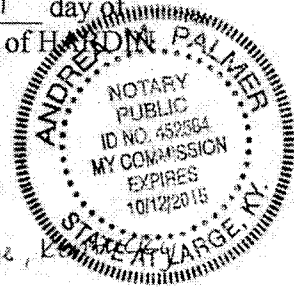


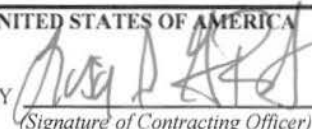
STATE OF Kentucky )  
 ) SS  
COUNTY OF Hardin )

The foregoing Bill of Sale was acknowledged before me this 31<sup>st</sup> day of January, 2012 by Andrea Palmer as Executive Asst of HARDIN COUNTY WATER DISTRICT NO. 1.

My Commission Expires: 10-12-2015

  
Notary Public, State at Large, Kentucky



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 31 January 2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY  DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA Energy-EA PHONE: (703) 767-9559 E-MAIL: <a href="mailto:kenneth.richardson@dla.mil">kenneth.richardson@dla.mil</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	X	
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) 0				
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.				
X 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				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b>  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)		16A. NAME OF CONTRACTING OFFICER <b>Lisa Goins-Berntsen</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/24/2020 31 January 2012	
<b>RECEIVED</b> <b>PUBLIC SERVICE COMMISSION OF KENTUCKY</b>				
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (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>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

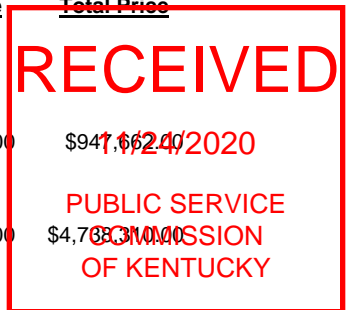
CLIN 0052 is hereby revised as follows:

**FROM:**

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

**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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



- 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**

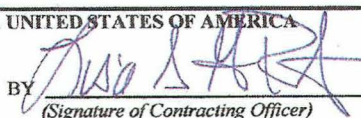
- D. The total amount obligated is increased by \$1,440,006.00 from: \$592,518.00 to: \$2,032,524.00.
- E. The total value of the contract remains unchanged at \$253,843,146.00.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

**End of Modification**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 6 April 2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA Energy-EA PHONE: (703) 767-9559 E-MAIL: <a href="mailto:kenneth.richardson@dlamail">kenneth.richardson@dlamail</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		X 10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) 0				
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.				
X 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				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract</b> <b>Potable Water Utility System</b>  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)		16A. NAME OF CONTRACTING OFFICER <b>Lisa S. Goins-Berntsen</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 6 April 2012	
BY _____ (Signature of person authorized to sign)			<div style="border: 2px solid red; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  11/24/2020  PUBLIC SERVICE COMMISSION OF KENTUCKY </div>	

- 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**

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>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

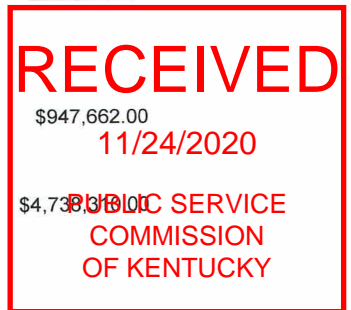
CLIN 0052 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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: AC	10	Mo.	\$473,831.00	\$4,738,310.00



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 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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 1 August 2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-EA PHONE: (703) 767-8576 E-MAIL: <a href="mailto:daonnayoung@dlainc.net">daonnayoung@dlainc.net</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (N0), street city, county, State and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)0				
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.				
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<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract</b>  <b>Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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) James Bruce, General Manager		16A. NAME OF CONTRACTING OFFICER Kenneth Richardson		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED 12-JULY-2012	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)		

RECEIVED  
 11/24/2020  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

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:

LISA GOINS-BERNTSEN  
8725 John J. Kingman Road  
Suite 3725  
Fort Belvoir, VA 22060  
DSN: 427-7543  
(703) 767-7543  
E-mail: [lisa.goinsberntsen@dla.mil](mailto:lisa.goinsberntsen@dla.mil)

To:

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](mailto:kenneth.richardson@dla.mil)



- C. The total amount obligated on the contract remains unchanged at \$9,232,554.00.
- D. The total value of the contract remains unchanged at \$253,843,146.00.
- E. 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/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE July 18, 2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, SUITE 3937 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna A Young/DLA Energy-FEEAB PHONE: (703) 767-8576 FAX: (703)-767-9490 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY CODE (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (NO. street, city, county, State, and ZIP Code)  Hardin County Water District No. 1  1400 Rogersville Road Radcliff, KY 40160-9343  DUNS: 130402811 CAGE CODE: 316V9		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) September 30, 2011		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>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.</b> 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) Not Applicable				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt A				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <p style="text-align: center;"><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p style="text-align: center;">See Additional Pages for Further Details.</p> <p style="text-align: center;">Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRUCE - GENERAL MANAGER		16A. NAME OF CONTRACTING OFFICER (Type or print) KENNETH RICHARDSON		
15B. NAME OF CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 18-JULY-2012	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED July 18, 2012  (Signature of Contracting Officer)

NSN 7540-01-152-8070

STANDARD FORM 36 (REV. 10-83)

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COMMISSION  
OF KENTUCKY



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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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.

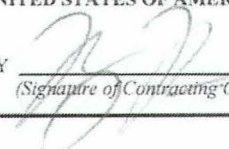
F. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 29 January 2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE DLA ENERGY – ENERGY ENTERPRISE 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: <a href="mailto:weston.goodman@dla.mil">weston.goodman@dla.mil</a>		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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			9a. AMENDMENT OF SOLICITATION NO.  9b. DATED (SEE ITEM 11)  10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271  10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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)0				
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.				
X 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				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ I _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract</b> <b>Potable Water Utility System</b>  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)			16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>	
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY  (Signature of Contracting Officer)	11/24/2020

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-65)  
Prescribed by GSA  
FAR (48 CFR) 101-11.6  
**RECEIVED**  
**PUBLIC SERVICE 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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
0053	ISDC Surcharge – Year 2				
0053AA	Months 13-24 of 60 ACRN: TBD	12	Mo.	\$473,831.00	\$5,685,972.00

**TO:**

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



- 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 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

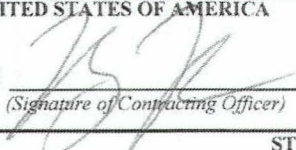
- D. The total amount obligated is increased by \$1,440,006.00 from: \$9,237,423.46 to: \$10,677,429.46.
- E. The total value of the contract remains unchanged at \$253,848,015.46.
- F. All other Terms and Conditions shall remain unchanged and in full force and effect.

**End of Modification**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 28 March 2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY 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) 767-9860 E-MAIL: weston.goodman@dla.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14.  The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.  <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)0				
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.				
X 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				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 <b>KENNETH RICHARDSON</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/24/2020	

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 11/24/2020  
 PUBLIC SERVICE  
 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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00



**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 30 April 2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY 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: <a href="mailto:weston.goodman@dla.mil">weston.goodman@dla.mil</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)  Hardin County Water District No. 1 1400 Rogersville Road Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055  POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		X
		10b. DATED (SEE ITEM 13) 30 September 2011		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14.  The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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.  <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) 0				
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:				
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 <b>KENNETH RICHARDSON</b>		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	RECEIVED 4/30/13 11/24/2020
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	



- 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:

**B.3 Schedule**

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 ACRN: TBD Period of Performance: <i>Oct</i> August 1, 2013- January 31, 2014	4	Mo.	\$246,172.00	\$984,688.00

CLIN 0053 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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



**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 60 ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014	4	Mo.	\$473,831.00	\$1,895,324.00

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 \$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

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY 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: <a href="mailto:weston.goodman@dla.mil">weston.goodman@dla.mil</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		X
		10b. DATED (SEE ITEM 13) 30 September 2011		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1 ALT 1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>				
<p><b>Fort Knox, Kentucky - Utility Privatization Contract</b> <b>Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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) JAMES A BRUCE / GENERAL MANAGER		16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDSON		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED 9-SEPT-2013	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/24/2020	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 31 (Rev. 11/79)  
Prescribed by GSA  
FAR (48 CFR) 52.243

RECEIVED

11/24/2020

PUBLIC SERVICE  
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:

**B.3 Schedule**

Utility Service Payment by the Government

CLIN 0053 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 60 ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014	4	Mo.	\$473,831.00	\$1,895,324.00
0054	ISDC Surcharge – Year 3				
0054AA	Month 25-36 of 60 ACRN: TBD Period of Performance: February 1, 2014- January 31, 2015	12	Mo.	\$473,831.00	\$5,685,972.00
0055	ISDC Surcharge – Year 4				
0055AA	Month 37-48 of 60 ACRN: TBD Period of Performance: February 1, 2015- January 31, 2016	12	Mo.	\$473,831.00	\$5,685,972.00
0056	ISDC Surcharge – Year 5				
0056AA	Month 49-60 of 60 ACRN: TBD Period of Performance: February 1, 2016- January 31, 2017	12	Mo.	\$473,831.00	\$5,685,972.00



**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 60 ACRN: TBD Period of Performance: October 1, 2013- January 31, 2014	4	Mo.	\$399.702.35	\$1,598,809.40
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
0055	ISDC Surcharge – Year 4				
0055AA	Month 37-48 of 60 ACRN: TBD Period of Performance: February 1, 2015- January 31, 2016	12	Mo.	\$399.702.35	\$4,796,428.20
0056	ISDC Surcharge – Year 5				
0056AA	Month 49-60 of 60 ACRN: TBD Period of Performance: February 1, 2016- January 31, 2017	12	Mo.	\$399.702.35	\$4,796,428.20

- 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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	Page 1 of 3
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2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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	9a. AMENDMENT OF SOLICITATION NO.
	9b. DATED (SEE ITEM 11)
	X 10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271
	10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required) 0**

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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:
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007

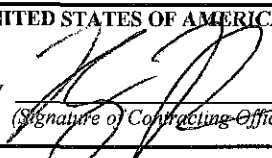
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

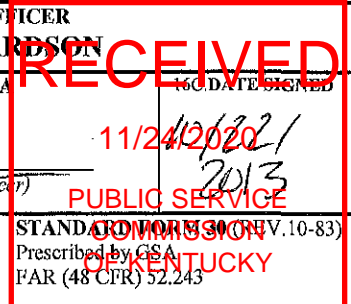
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**Fort Knox, Kentucky – Utility Privatization Contract  
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)		16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDSON	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/24/2013 2013



- 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

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014	4	Mo.	\$246,172.00	\$984,688.00

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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



CLIN 0053 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 60 ACRN: TBD Period of Performance: October 1, 2013- January 31, 2013	4	Mo.	\$399,702.35	\$1,598,809.40

**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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.



**End of Modification**



2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energy-FBEAB PHONE: (703) 767-9560 E-MAIL: <a href="mailto:weston.goodman@dla.mil">weston.goodman@dla.mil</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	X	10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>
		10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required)0**

**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 ORDRR 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:
- X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007

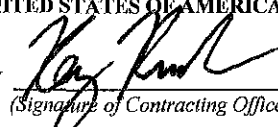
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

**Fort Knox, Kentucky – Utility Privatization Contract  
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)	16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDS</b>
15B. NAME OF CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED <b>11/24/2020</b> <b>12/11/13</b>



- 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.

**B.3 Schedule**

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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



CLIN 0053 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEEAA PHONE: (703) 767-8576 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a>	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14.  The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.  <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) 0				
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:			
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 <b>KENNETH RICHARDS</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	11/24/20 11/17/19	

**RECEIVED**  
11/24/20  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

- A. 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.

**B.3 Schedule**

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 600 ACRN: AF Period of Performance: October 1, 2013- January 31, 2014	4	Mo.	\$246,172.00	\$ 984,688.00
0002AC	Reserved				



CLIN 0053 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 21-24 of 60 ACRN: AF Period of Performance: October 1, 2013- January 31, 2014	4	Mo.	\$399,702.35	\$1,598,809.40
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

\$2,583,497.40

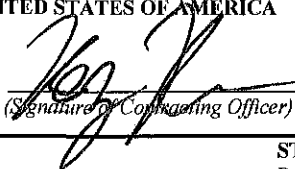
D. The total amount obligated is increased by \$645,874.35 from: \$16,935,070.51 to: \$17,580,944.86.

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.

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY 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 P.P. 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) 0				
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:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) DFARS 252.232-7007				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract</b> <b>Potable Water Utility System</b>  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)		16A. NAME OF CONTRACTING OFFICER KENNETH RICHARDSON		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/24/2020 2/26/19
BY _____ (Signature of person authorized to sign)			BY  (Signature of Contracting Officer)	PUBLIC SERVICE COMMISSION KENTUCKY



- 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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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





CLIN 0054 is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

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.

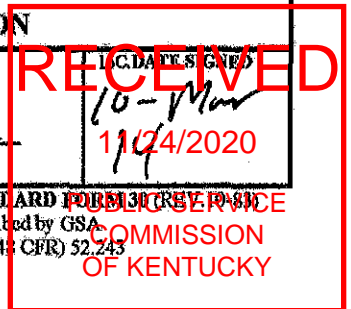
E. The total value of the contract remains unchanged at \$250,882,869.46.

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

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 5
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY - UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energy-FBBAB PHONE: (703) 767-9560 E-MAIL: weston.goodman@dla.mil P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)  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 DUINS # 130402811 CAGE #316V9		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>Fort Knox, Kentucky - Utility Privatization Contract</b> <b>Potable Water Utility System</b>  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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)	07-MARCH-14	BY  (Signature of Contracting Officer)	10-MAR 11/24/2020	



- 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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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



**B.3 Schedule**

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	\$4,786,500.00
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



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	\$3,818,760.00
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

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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**



2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEEAB PHONE: (703) 767-8576 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE  SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	X	10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>
		10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN FFEM-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 1   |
| X | D. OTHER (Specify type of modification and authority) DFARS 252.232-7007  |

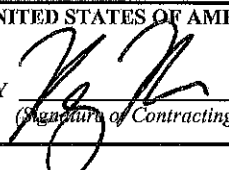
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

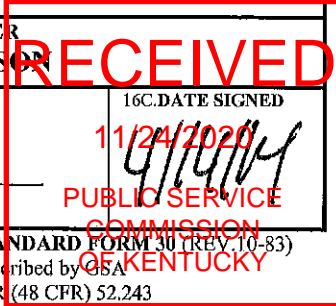
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**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>JIM BRUCE, GENERAL MANAGER</b>	16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>11/24/2011</b>



- 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

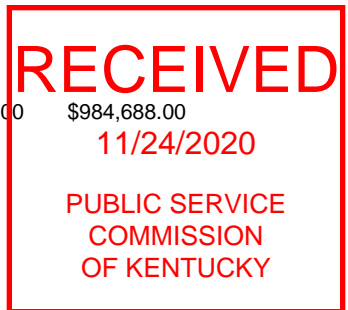
CLIN 0003AB is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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: <b>AG</b> 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





CLIN 0054AB is hereby revised as follows:

FROM:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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: <b>AG</b> 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.

**End of Modification**



2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 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: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	X	10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>
		10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required)**

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

- |   |   |
|---|---|
|   | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|   | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: |
|   | 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  |

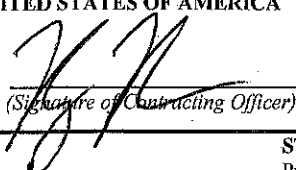
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

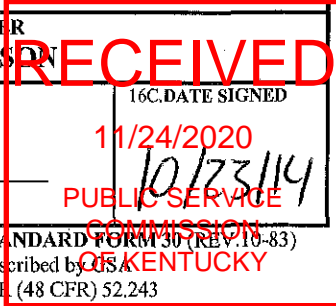
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**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>JIM BRUCE, GENERAL MANAGER</b>	16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDS</b>
15B. NAME OF CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)



- 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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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	\$492,344.00



0003AD	Month 35-40 of 60 ACRN: TBD Period of Performance: December 1, 2014- January 31, 2015	2	Mo.	\$246,172.00	\$984,688.00
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**CLIN 0054AC is hereby revised as follows:**

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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
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

**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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: April 1, 2014- September 30, 2014	6	Mo.	\$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	Mo.	\$399,702.35	\$799,404.70
0054 AD	Months 35-36 of 60 ACRN: TBD Period of Performance: December 1, 2014 – January 31, 2015	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 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**

**PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K	Page 1 of 4
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2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY DLA ENERGY – UTILITY SERVICES 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: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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	9a. AMENDMENT OF SOLICITATION NO.
	9b. DATED (SEE ITEM 11)
	X 10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271
	10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required)**

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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:
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/19/2014
BY _____ (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	<b>RECEIVED</b> 11/24/2014 PUBLIC SERVICE COMMISSION OF KENTUCKY

- 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.

**B.3 Schedule**

Utility Service Payment by the Government

CLIN 0003AC is hereby revised as follows:

**FROM:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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

**TO:**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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 33-35 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>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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
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 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Mo.	\$399,702.35	\$1,598,809.40
0054 AD	Months 35-36 of 60 ACRN: TBD Period of Performance: December 1, 2014 – January 31, 2015	2	Mo.	\$399,702.35	\$799,404.70

TO:

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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: April 1, 2014- September 30, 2014	6	Mo.	\$399,702.35	\$2,398,214.10





0054AC	Months 33-35 of 60 ACRN: <b>AH</b> Period of Performance: October 1, 2014- December 31, 2014	3	Mo.	\$399,702.35	\$1,199,107.05
0054 AD	Months 36-37 of 60 ACRN: <b>TBD</b> Period of Performance: January 1, 2015 – January 31, 2015	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 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**

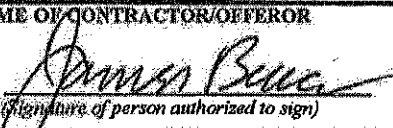
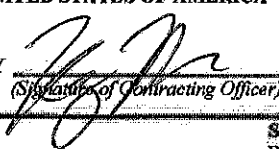
D. The total amount obligated is increased by \$645,874.35 from: \$24,039,688.36 to \$24,685,562.71.

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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 7
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY - UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Energy-FEAAA PHONE: (703) 617-1439 E-MAIL: marlene.amedome@dla.mil P.P. 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1				
D. OTHER (Specify type of modification and authority) DFARS 252.232-7007				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky - Utility Privatization Contract</b> <b>Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)	09-FEB-2015	BY  (Signature of Contracting Officer)	18-feb-2015 11/24/2020	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243  
PUBLIC SERVICE  
COMMISSION  
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.

**B.3 Schedule**

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 ACRN: AF Period of performance: February 1, 2014- March 31, 2014	2	Mo	\$246,172.00	\$492,344.00
0003AB	Months 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	Months 33-35 of 600 ACRN: AH Period of Performance: October 1, 2014- December 31, 2014	3	Mo	\$246,172.00	\$738,516.00
0003AD	Months 36-36 of 600 ACRN: TBD Period of Performance: January 1, 2015- January 31, 2015	1	Mo	\$246,172.00	\$246,172.00



TO:

0003	Monthly Utility Service Charge (Year 3)	Qty	Unit	Unit Price	Total Price
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	Months 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	Months 33-36 of 600 ACRN: AH Period of Performance: October 1, 2014- January 31, 2015	4	Mo	\$246,172.00	\$984,688.00

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 ACRN: TBD Period of performance: February 1, 2015- January 31, 2016	12	Mo	\$255,936.00	\$3,071,232.00

TO:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-38 of 600 ACRN: AH Period of performance: February 1, 2015- March 31, 2015	2	Mo	\$246,172.00	\$492,344.00
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	Month 45-48 of 600 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Mo	\$246,172.00	\$984,688.00



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	Mo	\$399,702.35	\$799,404.70
0054AB	ACRN AG Period of performance: April 1, 2014- September 30, 2014	6	Mo	\$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 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: AH Period of performance: October 1, 2014- January 31, 2015	4	Mo	\$399,702.35	\$1,598,809.40

CLIN 0055 is hereby revised as follows:

FROM:

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



TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-38 of 60 ACRN: AH Period of performance: February 1, 2015- March 31, 2015	2	Mo	\$399,702.35	\$4,796,428.20
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	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:

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	\$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	\$4,786,500.00
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	<b>\$246,172.00</b>	<b>\$85,968.00</b>	<b>(\$85,968.00)</b>	<b>\$246,172.00</b>	<b>\$2,954,064.00</b>
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

**RECEIVED**  
 11/24/2020  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

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**





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 3	
2. AMENDMENT/MODIFICATION NO. P00023		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY DLA ENERGY – UTILITY SERVICES 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: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		9b. DATED (SEE ITEM 11)	
		10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>		10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:					
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, <input type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>					
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>JIM BRUCE, GENERAL MANAGER</b>			16A. NAME OF CONTRACTING OFFICER <b>KENNETH RICHARDSON</b>		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED <b>11/24/2020</b>	

**RECEIVED**  
**11/24/2020**  
**PUBLIC SERVICE**  
**COMMISSION**  
**OF KENTUCKY**

- 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	Month 37-38 of 600 ACRN: AH Period of performance: February 1, 2015- March 31, 2015	2	Mo	\$246,172.00	\$492,344.00
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	Month 45-48 of 600 ACRN: TBD Period of performance: October 1, 2015- January 31, 2016	4	Mo	\$246,172.00	\$984,688.00

**TO:**

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



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 ACRN: AH Period of performance: February 1, 2015- March 31, 2015	2	Mo	\$399,702.35	\$799,404.70
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	Mo	\$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 ACRN: AH Period of performance: February 1, 2015- June 30, 2015	5	Mo	\$399,702.35	\$1,998,511.75
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	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 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:

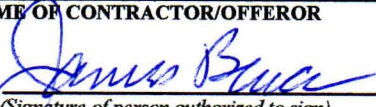
Line of Accounting:

**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.

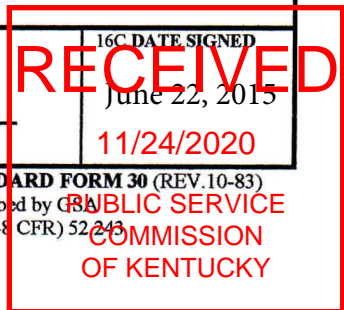
**End of Modification**



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE K		Page 1 of 5
2. AMENDMENT/MODIFICATION NO. P00024		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BEL VOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Energy-FEEBB PHONE: (703) 617-1439 E-MAIL: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State and ZIP 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			9a. AMENDMENT OF SOLICITATION NO.		
			9b. DATED (SEE ITEM 11)		
			10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>		
			10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
x D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b>  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>JIM BRUCE, GENERAL MANAGER</b>			16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY  (Signature of person authorized to sign)		22-JUN-2015	BY _____ (Signature of Contracting Officer)		June 22, 2015  11/24/2020

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243  
**PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY**



- 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 ACRN: AH Period of performance: February 1, 2015- June 30, 2015	5	Mo	\$246,172.00	\$1,230,860.00
0004AB	Month 42-44 of 600 ACRN: TBD Period of performance: July 1, 2015- September 30, 2015	3	Mo	\$246,172.00	\$738,516.00
0004AC	Month 45-48 of 600 ACRN: TBD Period of performance: October 1, 2015 – January 31, 2016	4	Mo	\$246,172.00	\$984,688.00

**TO:**

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



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 ACRN: AH Period of performance: February 1, 2015- June 30, 2015	5	Mo	\$399,702.35	\$1,998,511.75
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	Mo	\$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 ACRN: AH Period of performance: February 1, 2015- September 30, 2015	8	Mo	\$399,702.35	\$3,197,618.80
0055AB	Months 45-47 of 60 ACRN: TBD Period of performance: October 1, 2015 – December 31, 2015-	3	Mo	\$399,702.35	\$1,199,107.05
0055AC	Months 48 of 60 ACRN: TBD Period of performance: January 1, 2016- January 31, 2016	1	Mo	\$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](mailto:carl.silverstone@dla.mil)



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

Kevin Addison  
 IMCOM Atlantic, USARMY  
 125 6<sup>th</sup> 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:

ACRN AH 02120152015 2020000 A2ABH 131079QDPW 2334 0010603343 S.0005431.31.504.2 021001 \$7,750,492.20			
	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
		<b>Total</b>	<b>\$7,750,492.20</b>
	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
	<b>Total Funding for ACRN AH</b>		<b>\$7,750,492.20</b>

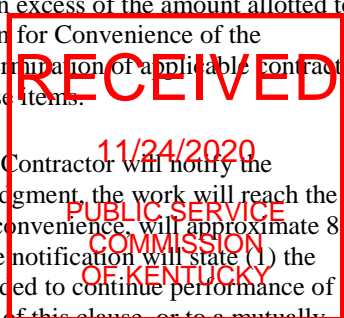
D. Incorporate DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) into Section I.5, *Other Clauses*

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

(a) Contract line items 0001 to 0057 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 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.

(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.

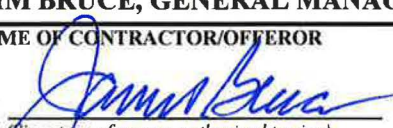
**F.** The total value of the contract remains unchanged at \$250,701,429.46.

**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 DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Energy-FEEBB PHONE: (703) 617-1439 E-MAIL: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[ ] 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.  <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Mutual Agreement between both Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)	3-SEP-15	BY _____ (Signature of Contracting Officer)	Sept 03, 2015	

**RECEIVED**  
11/24/2020  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

- 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—

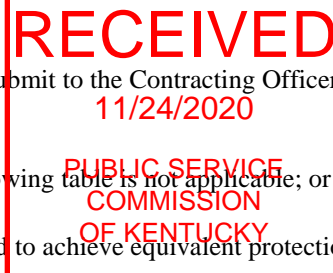
(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 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—

(A) The required security control identified in the following table is not applicable; or

(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>).)

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

(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.*



(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.

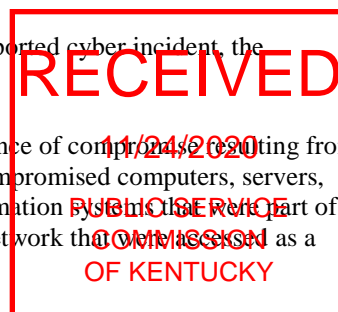
(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

- (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 reported cyber incident, the Contractor shall—

- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that are part of the compromise, as well as other information systems on the network that may be affected as a result of the compromise;



(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.

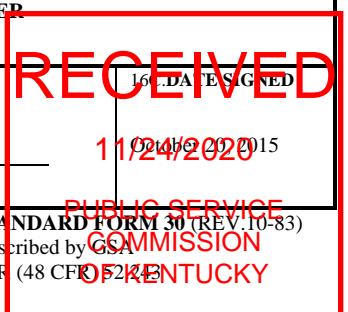
(End of clause)

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

**End of Modification**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Energy-FEEBB PHONE: (703) 617-1439 E-MAIL: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Unilateral Modification DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 CARL SILVERSTONE		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		11/24/2015



- 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 ACRN: AH Period of performance: February 1, 2015- September 30, 2015	8	Mo	\$246,172.00	\$1,969,376.00
0004AB	Month 45-47 of 600 ACRN: TBD Period of performance: October 1, 2015- December 31, 2015	3	Mo	\$246,172.00	\$738,516.00
0004AC	Month 48 of 600 ACRN: TBD Period of performance: January 1, 2016 – January 31, 2016	1	Mo	\$246,172.00	\$246,172.00

**TO:**

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



CLIN 00055 is hereby revised as follows:

**FROM:**

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

**TO:**

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





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:

<b>ACRN AJ</b> 02120162016 2020000 A2ABH 131079QDPW 2334 0010776114 S.0005431.31.504.2 021001			
	MIPR10776114 dated October 13, 2015	Basic	\$1,937,623.05
		<b>Total</b>	<b>\$1,937,623.05</b>
	Funding Breakdown		
		CLIN 0004 (sub CLIN 0004AB)	\$738,516.00
		CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.05
	<b>Total Funding for ACRN AJ</b>		<b>\$1,937,623.05</b>

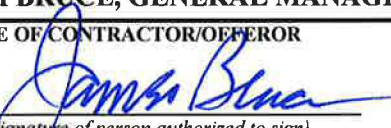
D. The total amount obligated is increased by \$1,937,623.05 from: \$30,498,431.86 to \$32,436,054.91.

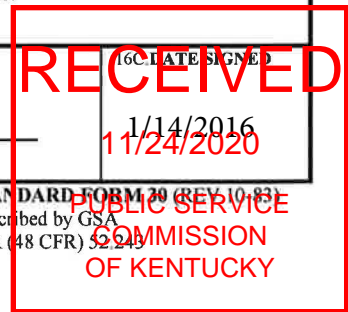
E. The total value of the contract remains unchanged at \$250,701,429.46.

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

**End of Modification**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 9	
2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 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: <a href="mailto:marlene.amedome@dla.mil">marlene.amedome@dla.mil</a> P.P. 8.2		SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.			
		9b. DATED (SEE ITEM 11)			
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271		
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	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:				
X	D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014) and FAR 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (Feb 1995)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p><b>Fort Knox, Kentucky – Utility Privatization Contract</b>  <b>Potable Water Utility System</b></p> <p>See Additional Pages for Further Details</p>					
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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>			
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
BY  (Signature of person authorized to sign)	14-JAN-2016	BY _____ (Signature of Contracting Officer)	1/14/2016 11/24/2020		



- 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	Mo	\$246,172.00	\$246,172.00
	ACRN: TBD				
	Period of performance:				
	January 1, 2016-				
	January 31, 2016				

**TO:**

0004AC	Month 48 of 600	1	Mo	\$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	Mo	\$246,172.00	\$2,954,064.00
	ACRN: TBD				
	Period of performance:				
	February 1, 2016-				
	January 31, 2017				



**TO:**

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

CLIN 0055AC is hereby revised as follows:

**FROM:**

0055AC	Months 48 of 60 ACRN: TBD Period of performance: January 1, 2016- January 31, 2016	1	Mo	\$399,702.35	\$1,199,107.05
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**TO:**

0055AC	Month 48 of 60 ACRN: AJ Period of performance: January 1, 2016- January 31, 2016	1	Mo	\$399,702.35	\$399,702.35
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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 ACRN: TBD Period of performance: February 1, 2016- January 31, 2017	12	Mo	\$399,702.35	\$4,796,428.20



TO:

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

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**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
<b>5</b>	<b>\$260,422.00</b>	<b>\$85,968.00</b>	<b>(\$85,968.00)</b>	<b>\$260,422.00</b>	<b>\$3,125,064.00</b>
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	\$4,870,392.00
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
<b>5</b>	<b>\$246,172.00</b>	<b>\$85,968.00</b>	<b>(\$85,968.00)</b>	<b>\$246,172.00</b>	<b>\$2,954,064.00</b>
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	\$4,870,392.00
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

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

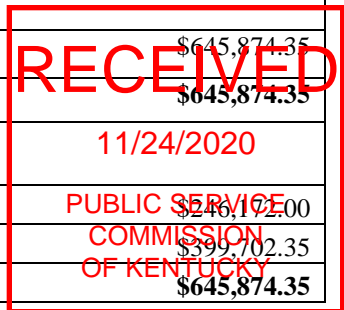
**G.6 Accounting and Appropriation Data**

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:

<b>ACRN AJ 02120162016 2020000 A2ABH 131079QDPW 2334 0010776114 S.0005431.31.504.2 021001 \$2,583,497.40</b>			
	MIPR10776114 dated October 13, 2015	Basic	\$1,937,623.05
	MIPR10776114 dated December 22, 2015	(Amd.1)	\$645,874.35
		<b>Total</b>	<b>\$2,583,497.40</b>
	<b>Funding Breakdown</b>		
	P00026	On CLIN 0004 (sub CLIN 0004AB)	\$738,516.00
	P00026	On CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.05
	<b>P00027</b>	On CLIN 0004 (sub CLIN 0004AC)	\$246,172.00
	<b>P00027</b>	On CLIN 0055 (sub-CLIN 0055AC)	\$399,702.35
	<b>Total Funding for ACRN AJ</b>		<b>\$2,583,497.40</b>

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:

<b>ACRN AK 02120162016 2020000 A2ABH 131079QDPW 2334 0010807852 S.0005431.31.504.2 021001 \$645,874.35</b>			
	MIPR10807852 dated January 05, 2016	Basic	\$645,874.35
		<b>Total</b>	<b>\$645,874.35</b>
	<b>Funding Breakdown</b>		
	P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
	P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
	<b>Total Funding for ACRN AK</b>		<b>\$645,874.35</b>





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 (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 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 38 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.

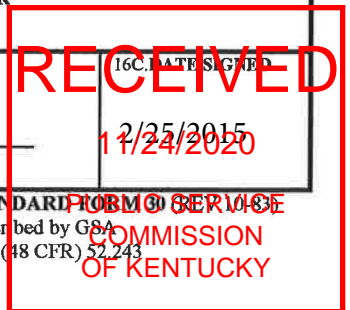
**End of Modification**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 45
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY  DLA ENERGY - UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEEAA PHONE: (703) 617-1425 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> [The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 Changes--Fixed Price				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> X is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)	24-FEB-2016	BY _____ (Signature of Contracting Officer)	12/25/2015 11/24/2020	



- 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 60) 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 ACRN: AK Period of performance: February 1, 2016- February 29, 2016	1	Mo	\$246,172.00	\$246,172.00
0005AB	Month 50-55 of 60 ACRN: TBD Period of performance: March 1, 2016- August 31, 2016	6	Mo	\$246,172.00	\$1,477,032.00
0005AC	Month 56-60 of 60 ACRN: TBD Period of performance: September 1, 2016- January 31, 2017	5	Mo	\$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 ACRN: AK Period of performance: February 1, 2016- February 29, 2016	1	Mo	\$246,172.00	\$246,172.00
0005AB	Month 50-56 of 60 ACRN: AK Period of performance: March 1, 2016- September 30, 2016	7	Mo	\$246,172.00	\$1,723,204.00
0005AC	Month 57-60 of 60 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	4	Mo	\$246,172.00	\$984,688.00



CLIN 00056 is hereby revised as follows:

**FROM:**

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

**TO:**

0056	ISDC Surcharge Yr. 5	Qty	Unit	Unit Price	Total Price
0056AA	Months 49 of 60 ACRN: AK Period of performance: February 1, 2016- April 30, 2016	1	Mo	\$399,702.35	\$ 399,702.35
0056AB	Months 50-56 of 60 ACRN: AK Period of performance: March 1, 2016- September 30, 2016	7	Mo	\$399,702.35	\$2,797,916.45
0056AC	Months 57-60 of 60 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	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.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 2334 0010807852 S.0005431.31.504.2 021001 <b>\$645,874.35</b>			
	MIPR10807852 dated January 05, 2016	Basic	\$645,874.35
	MIPR10807852 Amend 01 dated February 05, 2016	<b>Amendment 01</b>	<b>\$4,521,120.45</b>
		<b>Total</b>	<b>\$5,166,994.80</b>
	Funding Breakdown		
	P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
	P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
	<b>P00028</b>	<b>On CLIN 0005 (sub CLIN 0005AB)</b>	<b>\$1,723,204.00</b>
	<b>P00028</b>	<b>On CLIN 0056 (sub CLIN 0056AB)</b>	<b>\$2,797,916.45</b>
	<b>Total Funding for ACRN AK</b>		<b>\$5,166,994.80</b>

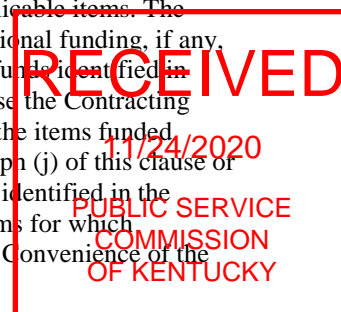
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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 \$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 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 \$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**

**RECEIVED**

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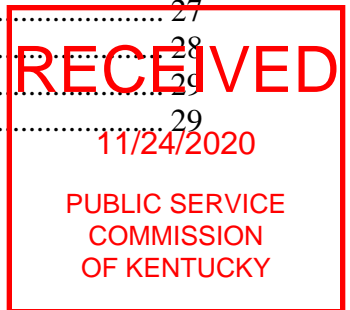
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

# 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.

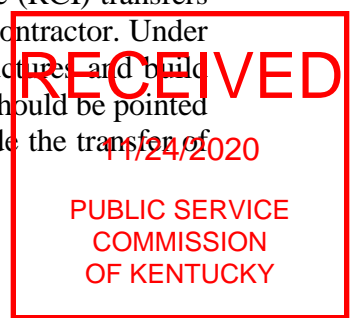
The Army created its first armored force at Fort Knox in 1940 and as a result the Installation is often referred to as “the Home of Armor”. During World War II, four combat armored divisions were trained at Installation. Since first established in 1918, Fort Knox has played a key role in the development 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 of



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



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, 13 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



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.



**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
<b>Total Fort Knox Wells</b>					<b>8,750</b>	<b>12.600</b>
<b>Hardin County Water District No. 1 (Leased Wells)</b>						
--	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
<b>Total Leased Wells</b>					<b>3,000</b>	<b>4.320</b>
<b>Total Wells</b>					<b>11,750</b>	<b>16.920</b>

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 aquifer 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.



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 be leaking underground. The Installation is planning to study the potential repair /

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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 the solids were 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 exceed 5





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**.



**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
<b>Total</b>					<b>3,550,000</b>

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.

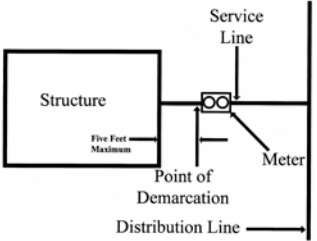
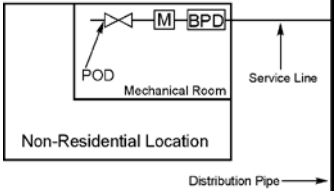
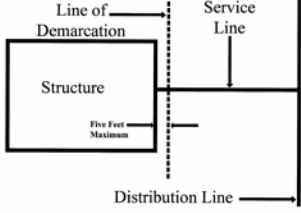
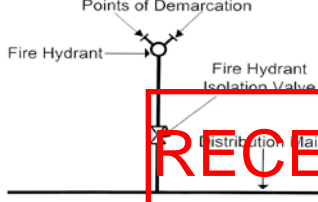


**JA1.2.1.2 Points of Demarcation**

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
<p>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.</p>	<p>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.</p>	
<p>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.</p>	<p>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.</p>	
<p>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.</p>	<p>No water meter, backflow device, or cutoff valve exists on the service line entering the structure.</p>	
<p>No point of demarcation exists; the utility service contractor will own all exterior fire suppression infrastructure, up to and including fire hydrants.</p>	<p>Exterior fire protection exists at the Installation.</p>	

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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	1.) The downstream side of the valve on the 12-inch main connects to the Prichard Elevated Water Storage Tank (WT008). 2.) 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	1.) The downstream side of the meter located at U.S. Highway 31W, on the north end of Fort Knox’s 10-inch water main. 2.) 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.

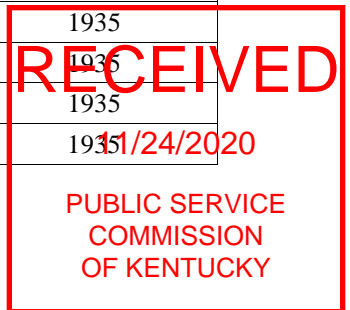


**TABLE 5**  
Fixed Inventory  
*Potable Water Utility System, Fort Knox, Kentucky*

Component	Size	Quantity	Unit	Average Year of Construction
<b>RAW WATER SOURCES</b>				
<i>McCracken Spring Intake</i>				1937/1980
<i>CI Line to Otter Creek PS</i>	16-inch	2,500	Linear Feet	1937
<i>Otter Creek PS (Facility No. 9213)</i>	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
<i>Central WTP (Facility No 1205)</i>	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
<i>Central WTP High Lift</i>				
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
<i>West Point Well Field</i>				
Well No. 1, pump/controls	750 gpm, 125 HP	1	Each	1998
Well No. 2, pump/controls	750 gpm, 125 HP	1	Each	2004
Well No. 3, pump/controls	750 gpm, 125 HP	1	Each	2004
Well No. 5, pump/controls	750 gpm, 125 HP	1	Each	2002



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
<b>Muldraugh WTP (Facility No. 3009)</b>	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
<b>Muldraugh High Lift (Fac. No. 3008)</b>		<b>1,840</b>	<b>SF</b>	<b>1977</b>
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
<b>MAIN POST</b>				
<b>Distribution Pipe</b>				
Cast Iron	Unknown	1,420	Linear Feet	1935
	.75"	1,155	Linear Feet	1935
	1"	4,463	Linear Feet	1935
	1.25"	4,207	Linear Feet	1935



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
<i>Total Cast Iron</i>		<i>567,212</i>	<i>Linear Feet</i>	
<i>Ductile Iron</i>	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
<i>Total Ductile Iron</i>		<i>87,036</i>	<i>Linear Feet</i>	
<i>Transite</i>	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
<i>Total Transite</i>		<i>23,463</i>	<i>Linear Feet</i>	
<i>PVC</i>	1.5"	16,608	Linear Feet	2005
	2"	10,698	Linear Feet	2008

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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
<i>Total PVC</i>		<i>120,904</i>	<i>Linear Feet</i>	
<i>Galvanized Steel</i>	2.5"	1,264	Linear Feet	1995
<i>Total Distribution Pipe</i>		<i>799,879</i>	<i>Linear Feet</i>	
<i>Valves</i>	.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	2007
	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
<b>Fire Hydrants</b>		722	Each	1935
		83	Each	1958
		14	Each	1997
		54	Each	2005
<b>Meters</b>		50	Each	Assume 1998
<b>Pressure Reducing Station</b>		1	Each	2003
<b>SCADA</b>		2	Each	1995
<b>Well Control System</b>		1	Each	1995
<b>Van Voorhis BPS (Facility No. 5898)</b>	Structure	NA	SF	1995
Pump No. 1 & pressure tank	175 gpm, 10 HP	1	Each	1995

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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
<b><i>Elevated Storage Tanks (Steel)</i></b>				
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
<b>ZUSSMAN RANGE (MT. EDEN)</b>				
<b><i>Distribution Pipe</i></b>				
PVC	1"	110	Linear Feet	1997
	1"	383	Linear Feet	2002
	1.5"	60	Linear Feet	2002
	4"	30,177	Linear Feet	1997
<i>Total PVC Pipe</i>		<i>30,730</i>	<i>Linear Feet</i>	
PE	1"	1,111	Linear Feet	2002
	4"	13,668	Linear Feet	2002
<i>Total PE Pipe</i>		<i>14,779</i>	<i>Linear Feet</i>	
<b><i>Valves</i></b>	1"	4	Each	1997
	1"	2	Each	2002
	1.5"	1	Each	2002
	4"	2	Each	1997
	4"	13	Each	2002
<b>YANO RANGE</b>				
<b><i>Distribution Pipe</i></b>				
PVC	2"	2,500	Linear Feet	1990
<b><i>Valves</i></b>	2"	2	Each	1990
<b><i>Pressure Reducing Valves</i></b>		2	Each	1990

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



**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 Fort Knox Potable Water Utility 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. 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, and



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**

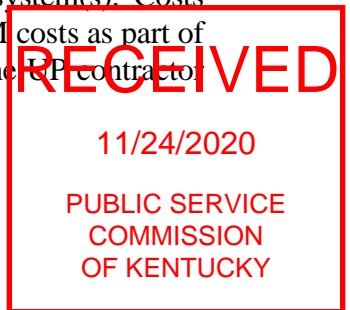
The Contractor and Contractor employees shall register vehicles with Fort Knox Provost Marshal within 5 working days from date of employment and renew registration annually thereafter. The registrant shall remove the registration decal from the registered vehicle upon termination of employment or sale 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**

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 DPW contractor may be asked to assist the DPW:



- 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**

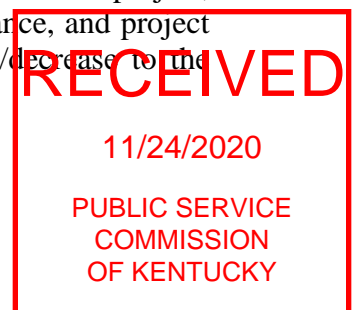
The following language GENERALLY describes the process for an RFA and may not be all inclusive. It is provided for informational purposes only, and the Government is not binding itself to follow these steps. Nonetheless, the current process is as follows: (*Abbreviations: PM – DPW Project Manager; KO – 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/decrease to the O&M/R&R

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



**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-TSFIMS/tssds/html>. The project must be completed no later than one year after the contract start date. 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.





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 IAW Kentucky 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**

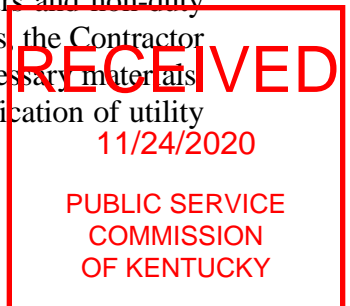
The Contractor shall immediately inform the COR, Post Safety Office or Environmental Management Division (EMD), Directorate of Public Works, Fort Knox through the KO or COR when the United States Environmental Protection Agency (EPA), the Kentucky Department of Environmental Protection, Frankfort Division 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**

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 materials and schedule additional repairs. The Contractor shall develop procedures for notification of utility outage to necessary personnel during the transition period.



### **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 business days unless there is a delay from the Government or the Contractor cannot procure the material.



### **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*. The 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



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 800.46.



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 NACLIC, and completion of Forms SF85P or SF86 and Supplemental Questionnaire.



- 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
<i>Total</i>	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.



**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*.

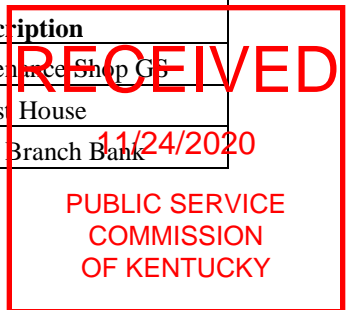
The Army intends to pay for the installation of new meters under the Army’s Metering Program (AMP). The Contractor shall closely work with the Army and the Army’s Contractors to facilitate the installation of advanced metering equipment on the existing meters, the installation of new meters with advanced 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 11**  
Existing Secondary Meters  
*Potable Water Utility System, Fort Knox, Kentucky*

Meter No.	Tenant Organization	Group No.	Building Served / Description
1000259	81st RSC	2271	Building No. 5901 - Vehicle Maintenance Shop G3
1000405	Anderson Guest House	918	Building No. 7961 - Anderson Guest House
1000009	Armed Forces Bank	552	Building No. 1507 - Armed Forces Branch Bank





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	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 Guest

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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 25<sup>th</sup> 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: 502-\_\_\_\_-\_\_\_\_

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 10<sup>th</sup> of each month for the previous month. Meter reading reports shall be submitted to:

Name: TBD

Address: Directorate of Public Works  
Fort Knox, KY \_\_\_\_\_

Phone number: 502-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_



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: 502-\_\_\_\_-\_\_\_\_

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: 502-\_\_\_\_-\_\_\_\_

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: 502-\_\_\_\_-\_\_\_\_

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



## 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

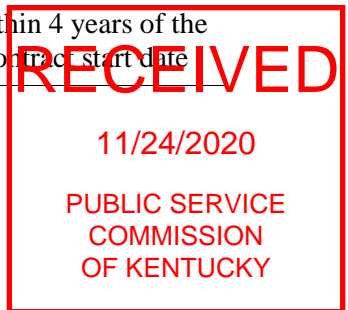
**Table 12** provides a list of Government recognized deficiencies, the Government’s approach to remedy the deficiency, and the time frame in which the deficiency should be remedied. The deficiencies listed may be physical deficiencies, functional deficiencies, or operational in nature. If the utility 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*

<b>System Component</b>	<b>Recognized Deficiencies and the Government’s Approach to Remedy</b>	<b>Year to be Completed</b>
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 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> year of the contract start date



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 <sup>st</sup> 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 <sup>st</sup> 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 <sup>st</sup> 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.	Within 1 <sup>st</sup> 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 <sup>st</sup> year of the contract start date
Central WTP	Replace the roof of the Central WTP.	Within 1 <sup>st</sup> 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 <sup>st</sup> 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 contract start date



<b>System Component</b>	<b>Recognized Deficiencies and the Government's Approach to Remedy</b>	<b>Year to be Completed</b>
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 <sup>st</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>rd</sup> year of the contract start date



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: <ul style="list-style-type: none"> <li>• 834 LF of 1-inch</li> <li>• 1,988 LF of 1.5-inch</li> <li>• 3,726 of 2-inch</li> <li>• 284 LF of 3-inch</li> <li>• 4,231 LF of 6-inch</li> <li>• 6,472 LF of 8-inch</li> <li>• 5,927 LF of 10-inch</li> </ul>	Within 3 <sup>rd</sup> year of the contract start date
Distribution Pipe & Valves	Replace ductile iron pipe in the Van Voorhis Housing area of the following approximate amounts: <ul style="list-style-type: none"> <li>• 180 LF of 1-inch</li> <li>• 7,076 LF of 1.25-inch</li> <li>• 4,293 LF of 1.5-inch</li> <li>• 11,436 LF of 2-inch</li> <li>• 1,115 LF of 3-inch</li> <li>• 25,835 LF of 6-inch</li> <li>• 18,034 LF of 8-inch</li> <li>• 4,677 LF of 10-inch</li> <li>• 897 LF of 12-inch</li> <li>• 192 LF of 14-inch</li> </ul>	Within 3 <sup>rd</sup> 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 <sup>rd</sup> 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: <ul style="list-style-type: none"> <li>• 994 LF of 1-inch</li> <li>• 29 LF of 1.25-inch</li> <li>• 759 LF of 1.5-inch</li> <li>• 3,720 LF of 2-inch</li> <li>• 483 LF of 2.5-inch</li> <li>• 4,280 LF of 3-inch</li> <li>• 3,754 LF of 4-inch</li> <li>• 61,582 LF of 6-inch</li> <li>• 38,255 LF of 8-inch</li> <li>• 17,066 LF of 10-inch</li> <li>• 4,153 LF of 12-inch</li> <li>• 1,665 LF of 14-inch</li> </ul>	Within 4 <sup>th</sup> year of the contract start date



2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEEBB PHONE: (703) 617-1425 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
--	----------------	---	------

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	<b>X</b>	10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>
		10b. DATED (SEE ITEM 13) 30 September 2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14.  
 The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ 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 required)**

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

- |          |   |
|----------|---|
|          | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|          | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: |
| <b>X</b> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 Changes--Fixed Price  |
|          | D. OTHER (Specify type of modification and authority)   |

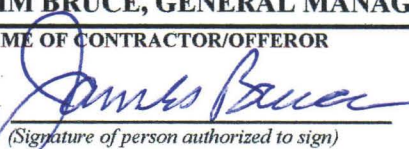

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

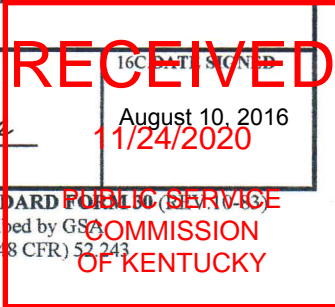
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**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>JIM BRUCE, GENERAL MANAGER</b>	16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED
BY  (Signature of person authorized to sign)	10-AUG-2016
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY  (Signature of Contracting Officer)	August 10, 2016 11/24/2020





A. The purpose of this modification is to:

- 1) 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.

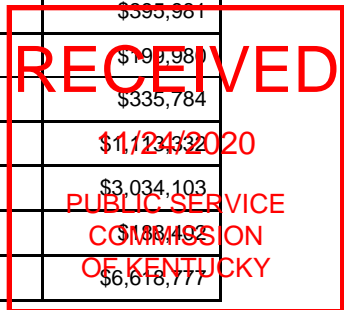
B. As a result of the changes described in Paragraph A - Section B - Supplies or Services and Prices/Costs is revised as follows:

**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	\$395,981
ISDC#18	Water Storage Tank No. 7	3	\$199,981
ISDC#19	SCADA System	3	\$335,784
ISDC#20	Distribution System Pipe and Valves	3	\$1,123,432
ISDC#21	Distribution System Pipe and Valves	3	\$3,034,103
ISDC#22	Distribution System Pipe and Valves	3	\$1,884,493
ISDC#23	Distribution System Pipe and Valves	4	\$6,618,777



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



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

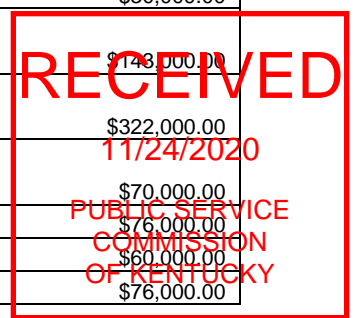
Project No.	Year 4 Project Name	Re-allocated Efforts
ISDC#23-4	Distribution Pipe and Valves (136,000-LF of CI pipe - no specific areas) - Year 4	Completed
ISDC#33	Muldraugh WTP Operation Year 4	Completed

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	\$148,000.00
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
	<b>Total:</b>	<b>\$16,456,000.00</b>

C. Section G - Contract Administration Data

**G.6 Accounting and Appropriation Data**

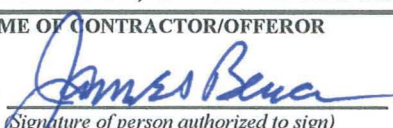

No additional funding is required for this modification. HCWD1 proposed to modify contract SP0600-11-C-8271 by removing ISDC #'s: 8, 9, 20, 21-2, 21-3, 11-3, 18, 24, 25, 26, 11-4, 15, 6, 11-5, 23-5, and 35 from the list of currently approved and funded ISDCs in accordance with section C.11.2.5 of its 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 hereby fully funded.

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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEAAA PHONE: (703) 617-1425 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 Changes--Fixed Price				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b>  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>JIM BRUCE, GENERAL MANAGER</b>		16A. NAME OF CONTRACTING OFFICER <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA PUBLIC SERVICE COMMISSION OF KENTUCKY	16C. DATE SIGNED	
BY  (Signature of person authorized to sign)	31-AUG-2016	BY  (Signature of Contracting Officer)	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 ACRN: AK Period of performance: February 1, 2016- February 29, 2016	1	Mo	\$246,172.00	\$246,172.00
0005AB	Month 50-56 of 60 ACRN: AK Period of performance: March 1, 2016- September 30, 2016	7	Mo	\$246,172.00	\$1,723,204.00
0005AC	Month 57-60 of 60 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	4	Mo	\$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 ACRN: AK Period of performance: February 1, 2016- February 29, 2016	1	Mo	\$246,172.00	\$246,172.00
0005AB	Month 50-54 of 60 ACRN: AK Period of performance: March 1, 2016- July 31, 2016	5	Mo	\$246,172.00	\$1,230,860.00
0005AC	Month 55-56 of 60 ACRN: AK Period of performance: August 1, 2016- September 31, 2017	2	Mo	\$245,094.00	\$490,188.00
0005AD	Month 57-60 of 60 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	4	Mo	\$245,094.00	\$980,376.00



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

**G.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 2334 0010807852 S.0005431.31.504.2 021001			<b>\$645,874.35</b>
	MIPR10807852 dated January 05, 2016	Basic	\$645,874.35
	MIPR10807852 Amend 01 dated February 05, 2016	Amendment 01	\$4,521,120.45
	<b>Deobligation (\$2,156.00)</b>	<b>Modification P00030</b>	<b>(\$2,156.00)</b>
		<b>Total</b>	<b>\$5,164,838.80</b>
	Funding Breakdown		
	P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
	P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
	<del>P00028</del>	<del>On CLIN 0005 (sub CLIN 0005AB)</del>	<del>\$1,723,204.00</del>
	P00028	On CLIN 0056 (sub CLIN 0056AB)	\$2,797,916.45
	<b>P00030</b>	<b>On CLIN 0005 (sub CLIN 0005AB)</b>	<b>\$1,230,860.00</b>
	<b>P00030</b>	<b>On CLIN 0005 (sub CLIN 0005AC)</b>	<b>\$490,188.00</b>
	<b>Total Funding for ACRN AK</b>		<b>\$5,164,838.80</b>

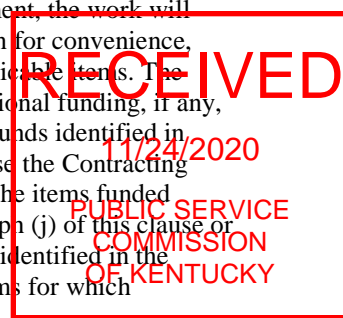
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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 \$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 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 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**





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00031	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FEEBB PHONE: (703) 617-1425 E-MAIL: <a href="mailto:daonna.young@dla.mil">daonna.young@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)	
		X	10a. MODIFICATION OF CONTRACT/ORDER NO. SP0600-11-C-8271	
			10b. DATED (SEE ITEM 13) 30 September 2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	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: 43.103(b)			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor [X] is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	<div style="border: 2px solid red; padding: 5px; text-align: center;"> <p style="font-size: 2em; color: red; margin: 0;"><b>RECEIVED</b></p> <p style="color: red; margin: 0;">11/24/2020</p> <p style="color: red; margin: 0;">November 1, 2016</p> <p style="color: red; margin: 0;"><b>PUBLIC SERVICE COMMISSION OF KENTUCKY</b></p> </div>	

- 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 ACRN: TBD Period of performance: October 1, 2016- January 31, 2017	4	Mo	\$245,094.00	\$980,376.00

**TO:**

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

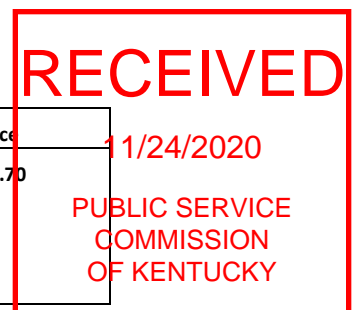
**SubCLIN 0056AC is hereby revised as follows:**

**FROM:**

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

**TO:**

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-58 of 60 ACRN: AL Period of performance: October 1, 2016- November 30, 2016	2	Mo	\$399,702.35	\$799,404.70



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

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:

ACRN AL 02120172017 2020000 A2ABH 131079QDPW 2334 0010940300 S.0045978.28.3 021001				<b>\$1,289,592.70</b>
	MIPR10940300 dated October 25, 2016		<b>Basic</b>	<b>\$1,289,592.70</b>
	Funding Breakdown			
	<b>P00031</b>	<b>On CLIN 0005 (subCLIN 0005AD)</b>		<b>\$490,188.00</b>
	<b>P00031</b>	<b>On CLIN 0056 (sub CLIN 0056AC)</b>		<b>\$799,404.70</b>
	<b>Total Funding for ACRN AL</b>			<b>\$1,289,592.70</b>

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

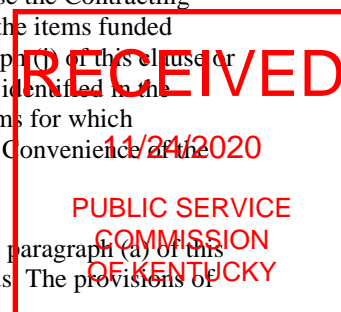
I.5.4 LIMITATION OF GOVERNMENT’S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$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 (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 \$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**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEEBB PHONE: (703) 617-1421 E-MAIL: <a href="mailto:Matthew.fox@dla.mil">Matthew.fox@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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		9a. AMENDMENT OF SOLICITATION NO.		
		9b. DATED (SEE ITEM 11)		
		10a. MODIFICATION OF CONTRACT/ORDER NO. <b>SP0600-11-C-8271</b>		
		10b. DATED (SEE ITEM 13) 30 September 2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<b>X</b>	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: 43.103(b)			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)				
<p><b>Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System</b></p> <p>See Additional Pages for Further Details.</p>				
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 <b>CARL SILVERSTONE</b>		
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	<b>RECEIVED</b> <b>11/24/2020</b> December 16, 2016 <b>PUBLIC SERVICE COMMISSION OF KENTUCKY</b>	

- 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 ACRN: AL Period of performance: October 1, 2016- November 30, 2016	2	Mo	\$245,094.00	\$490,188.00
0005AE	Month 59-60 of 60 ACRN: TBD Period of performance: December 1 2016- January 31, 2017	2	Mo	\$245,094.00	\$490,188.00

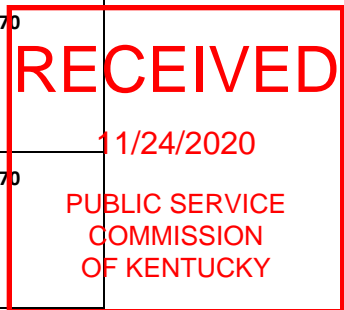
**TO:**

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	Mo	\$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

**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 ACRN: AL Period of performance: October 1, 2016- November 30, 2016	2	Mo	\$399,702.35	\$799,404.70
0056AD	Month 59-60 of 60 ACRN: TBD Period of performance: December 1 2016- January 31, 2017	2	Mo	\$399,702.35	\$799,404.70



**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- December 31, 2016	3	Mo	\$399,702.35	\$1,199,107.05
0056AD	Month 60 of 60 ACRN: TBD Period of performance: January 1, 2017- January 31, 2017	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 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:

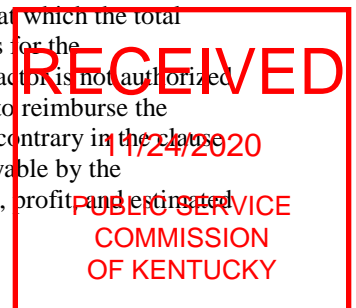
ACRN AL 02120172017 2020000 A2ABH 131079QDPW 2334 0010940300 S.0045978.28.3 021001				<b>\$1,934,389.05</b>
	MIPR10940300 dated October 25, 2016		<b>Basic</b>	<b>\$1,289,592.70</b>
			<b>Amend 1</b>	<b>\$644,796.35</b>
			<b>Total</b>	<b>\$1,934,389.05</b>
	Funding Breakdown			
	<b>P00031</b>	<b>On CLIN 0005 (subCLIN 0005AD)</b>		<b>\$490,188.00</b>
	<b>P00031</b>	<b>On CLIN 0056 (sub CLIN 0056AC)</b>		<b>\$799,404.70</b>
	<b>P00032</b>	<b>On CLIN 0005 (subCLIN 0005AD)</b>		<b>\$245,094.00</b>
	<b>P00032</b>	<b>On CLIN 0056 (sub CLIN 0056AC)</b>		<b>\$399,702.35</b>
	<b>Total Funding for ACRN AL</b>			<b>\$1,934,389.35</b>

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 \$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 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 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**





**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 7

2. AMENDMENT/MODIFICATION NUMBER <b>P00033</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEEBB PHONE: (703) 617-1421 E-MAIL: <a href="mailto:Matthew.fox@dla.mil">Matthew.fox@dla.mil</a> P.P. 8.2	CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)  SP0600-11-C-8271
CODE FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

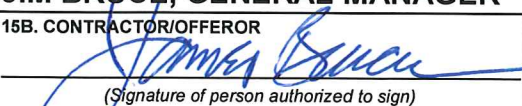
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

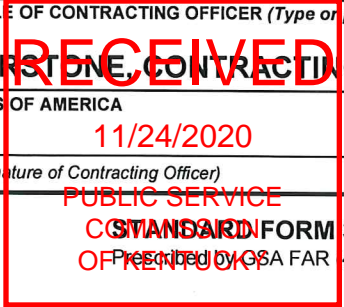
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 -- Changes -- Fixed-Price Alternate I
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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

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>JIM BRUCE, GENERAL MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA 11/24/2020 (Signature of Contracting Officer)
15C. DATE SIGNED 01-FEB-17	16C. DATE SIGNED February 1, 2017



Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR 48 CFR 53.243

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	Mo	\$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 Price
0005AD	Month 57-60 of 60 ACRN: AL Period of performance: October 1, 2016- January 31, 2017	4	Mo	\$245,094.00	\$980,376.00

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

**SubCLIN 0056AC is hereby revised as follows:**

**FROM:**

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

TO:

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

CLIN 0006 and subCLIN 0006AA are hereby established:

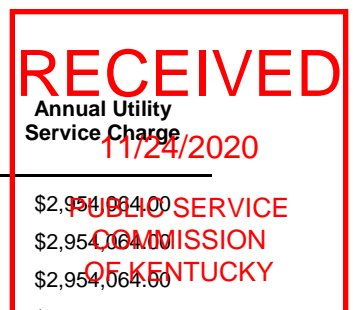
Monthly Utility Service Charge -Year 6						
0006		Qty	Unit	Unit Price	Total Price	
0006AA	Month 61-72 ACRN: AM Period of performance: February 1, 2017 – January 31, 2018	12	Mo	\$245,094.00	\$2,914,128.00	

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:

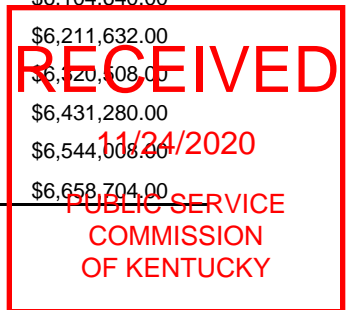
### B.4 Monthly Utility Service Charge – Schedule 1

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	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	<b>\$245,094.00</b>	<b>\$85,968.00</b>	<b>(\$85,968.00)</b>	<b>\$245,094.00</b>	<b>\$2,941,128.00</b>
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
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	\$6,320,608.00
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 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	\$163,000.00
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
	<b>Total:</b>	<b>\$16,293,000.00</b>

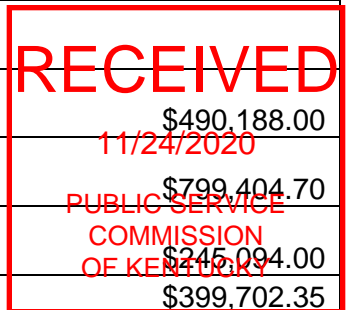
E. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

**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:

ACRN AL 02120172017 2020000 A2ABH 131079QDPW 2334 0010940300 S.0045978.28.3 021001			
<b>\$2,579,185.40</b>			
	MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
		Amend 1	\$644,796.35
		<b>Amend 2</b>	<b>\$644,796.35</b>
		<b>Total</b>	<b>\$2,579,185.40</b>
Breakdown	Funding		
	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	\$399,702.35



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

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:

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 2334 0010969832 S.0045978.28.3 021001			
<b>\$516,680.00</b>			
	MIPR10969832 dated December 27, 2016	<b>Basic</b>	<b>\$516,680.00</b>
		<b>Total</b>	<b>\$516,680.00</b>
	Funding Breakdown		
	<b>P00033</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$516,680.00</b>
	<b>Total Funding for ACRN AM</b>		<b>\$516,680.00</b>

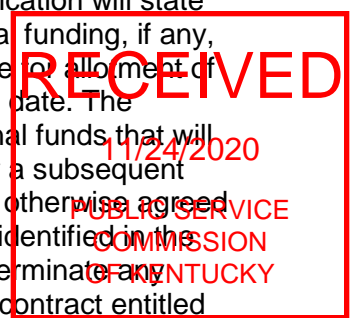
F. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

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

(a) Contract line items 0001 to 0057 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 of 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.

- 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**



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
1 4

<b>2. AMENDMENT/MODIFICATION NUMBER</b> <b>P00034</b>	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQUISITION NUMBER</b>	<b>5. PROJECT NUMBER (If applicable)</b>
<b>6. ISSUED BY</b> DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEEBB PHONE: (703) 617-1421 E-MAIL: <a href="mailto:Matthew.fox@dla.mil">Matthew.fox@dla.mil</a> P.P. 8.2	<b>CODE</b> SP0600	<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE _____	

<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)</b>  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		<b>9A. AMENDMENT OF SOLICITATION NUMBER</b>  <input type="checkbox"/>
		<b>9B. DATED (SEE ITEM 11)</b>
		<b>10A. MODIFICATION OF CONTRACT/ORDER NUMBER</b> SP0600
		<b>10B. DATED (SEE ITEM 13)</b>
<b>CODE</b> _____ <b>FACILITY CODE</b> _____		<b>SP0600-11-C-8271</b>

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
 See Section G, Accounting and Appropriation Data

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.</b>
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b>
<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> March 30 2017



Previous edition unusable

**STANDARD FORM 30 (REV 11/2016)**  
 Prescribed by GSA FAR (48 CFR) 53.243

PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY



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	Mo	\$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:

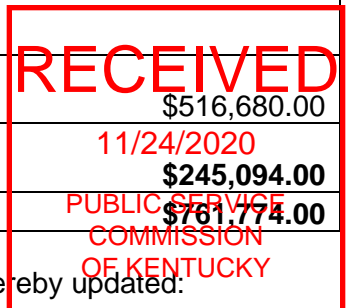
**G.5 Accounting and Appropriation Data**

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:

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 2334 0010969832 S.0045978.28.3 021001			
<b>\$761,094.00</b>			
	MIPR10969832 dated December 27, 2016	<b>Basic</b>	\$516,680.00
	MIPR10969832 dated March 21, 2017	<b>Amend 1-1</b>	<b>\$245,094.00</b>
		<b>Total</b>	<b>\$761,774.00</b>
	Funding Breakdown		
	<b>P00033</b>	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
	<b>P00034</b>	On CLIN 0006 (subCLIN 0006AA)	<b>\$245,094.00</b>
	<b>Total Funding for ACRN AM</b>		<b>\$761,774.00</b>



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 \$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.

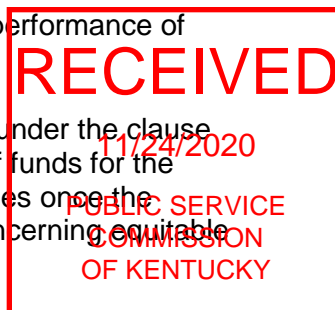
(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable 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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

2. AMENDMENT/MODIFICATION NUMBER <b>P00035</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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, STP 10400  
 FORT BELVOIR, VA 22060-6222  
 Buyer/Symbol: Rosa Holbrook/DLA Energy-FEEBA  
 PHONE: (703) 617-9656 E-MAIL: [Rosa.Holbrook@dla.mil](mailto:Rosa.Holbrook@dla.mil) P.P. 8.2

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)	9A. AMENDMENT 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 : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
CODE	10B. DATED (SEE ITEM 13)
FACILITY CODE	<b>SP0600-11-C-8271</b>

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
 See Section G, Accounting and Appropriation Data

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	<b>CARL SILVERSTONE, CONTRACTING OFFICER</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	May 10, 2017



Previous edition unusable

**STANDARD FORM 30 (REV 11/2016)**  
 Prescribed by GSA FAR (48 CFR) 53.243

**PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY**

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	Mo	\$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			
<b>\$1,251,962.00</b>			
	MIPR10969832 dated December 27, 2016	<b>Basic</b>	\$516,680.00
	MIPR10969832 dated March 21, 2017	<b>Amend 1-1</b>	\$245,094.00
	MIPR10969832 dated April 28, 2017	<b>Amend 2</b>	\$490,188.00
		<b>Total</b>	<b>\$1,251,962.00</b>
			11/24/2020
	Funding Breakdown		PUBLIC SERVICE COMMISSION OF KENTUCKY
	<b>P00033</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	\$516,680.00

	<b>P00034</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$245,094.00</b>
	<b>P00035</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$490,188.00</b>
	<b>Total Funding for ACRN AM</b>		<b>\$1,251,962.00</b>

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)

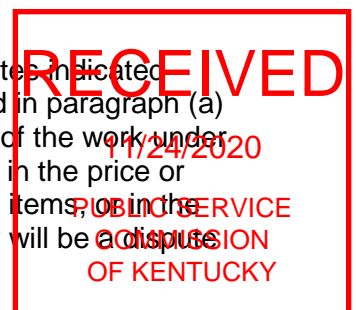
(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$42,077,915.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 8 PAGES
2. AMENDMENT/MODIFICATION NUMBER <b>P00036</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Rosa Holbrook/DLA Energy-FEIBA PHONE: (703) 617-9656 E-MAIL: <a href="mailto:Rosa.Holbrook@dla.mil">Rosa.Holbrook@dla.mil</a> P.P. 8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9A. AMENDMENT OF SOLICITATION NUMBER		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600		
		10B. DATED (SEE ITEM 13) <b>SP0600-11-C-8271</b>		
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

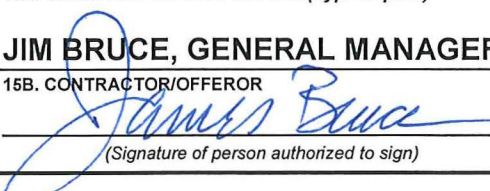
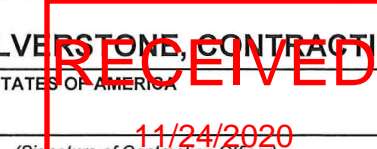
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 ALT 1 Changes--Fixed Price
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

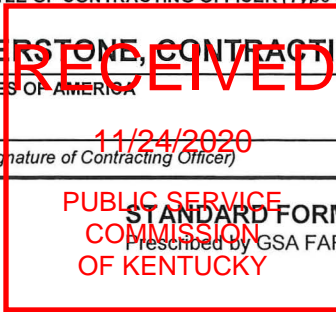
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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>JIM BRUCE, GENERAL MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 16-JUN-2017	16C. DATE SIGNED 11/24/2020 June 16, 2017

Previous edition unusable





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	Mo	\$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:

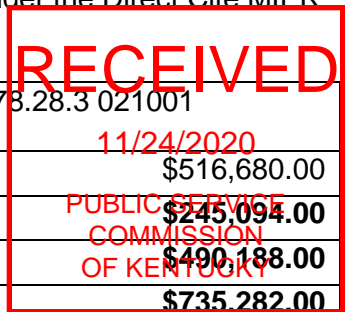
**G.5 Accounting and Appropriation Data**

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:

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 2334 0010969832 S.0045978.28.3 021001			
			<b>\$1,987,244.00</b>
MIPR10969832 dated December 27, 2016	Basic		\$516,680.00
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



		<b>Total</b>	<b>\$1,987,244.00</b>
	Funding Breakdown		
	<b>P00033</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	\$516,680.00
	<b>P00034</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$245,094.00</b>
	<b>P00035</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$490,188.00</b>
	<b>P00036</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$735,282.00</b>
	<b>Total Funding for ACRN AM</b>		<b>\$1,987,244.00</b>

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)

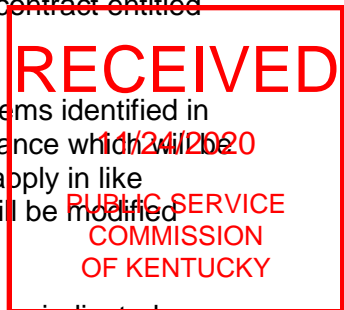
(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$42,813,197.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(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 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. 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)

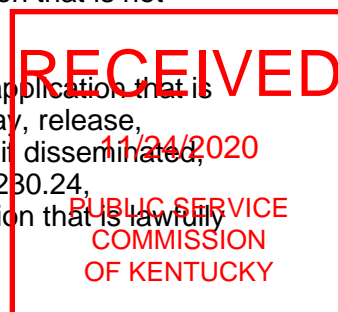
(a) Definitions. As used in this clause—

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



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

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

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

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

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

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

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

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

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

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

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

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

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

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

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



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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National

Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto: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.

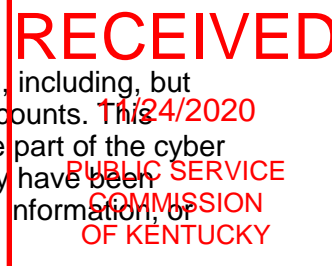
(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by 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 review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and



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

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

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

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

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

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

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

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

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

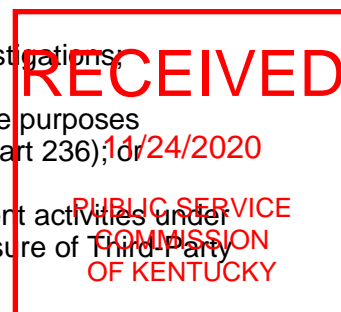
(1) To entities with missions that may be affected by such information;

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

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

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

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



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

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

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

(m) Subcontracts. The Contractor shall—

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

(2) Require subcontractors to—

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

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

(End of clause)

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**



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 4

2. AMENDMENT/MODIFICATION NUMBER <b>P00037</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE A ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-FEEBA PHONE: (703) 617-1485 E-MAIL: <a href="mailto:Heather.M.Thomas@dla.mil">Heather.M.Thomas@dla.mil</a> P.P. 8.2	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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	9A. AMENDMENT OF SOLICITATION NUMBER
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
	10B. DATED (SEE ITEM 13) <b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 0 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL L.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Signature of Contracting Officer - 0110</small>	16C. DATE SIGNED October 6, 2017

RECEIVED

Previous edition unusable

STANDARD FORM 302A (2016)  
Prescribed by GSA FAR (48 CFR) 53.243  
PUBLIC SERVICE COMMISSION 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	Mo	\$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	Mo	\$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	Mo	\$245,094.00	\$980,376.00

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
 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 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 131079QUTS 233H 0011100059 S.0045978.28.3 021001			
<b>\$490,188.00</b>			
	MIPR11100059 dated October 3, 2017	<b>Basic</b>	\$490,188.00
		<b>Total</b>	<b>\$490,188.00</b>
	Funding Breakdown		
	<b>P00037</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$490,188.00</b>
	<b>Total Funding for ACRN AN</b>		<b>\$490,188.00</b>

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

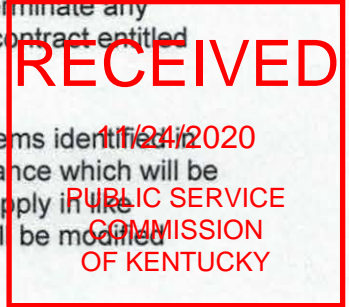
I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$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 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 the same 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 \$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/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NUMBER <b>P00038</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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, STP 10400  
FORT BELVOIR, VA 22060-6222  
Buyer/Symbol: Heather M. Thomas/DLA Energy-FEEBA  
PHONE: (703) 617-1485 E-MAIL: [Heather.M.Thomas@dla.mil](mailto:Heather.M.Thomas@dla.mil) P.P. 8.2

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)		9A. AMENDMENT 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 : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9		<input type="checkbox"/>
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
		10B. DATED (SEE ITEM 13)
		<b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

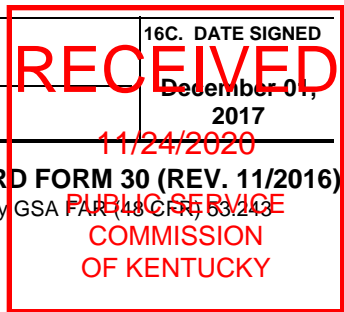
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	December 01, 2017



Previous edition unusable

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

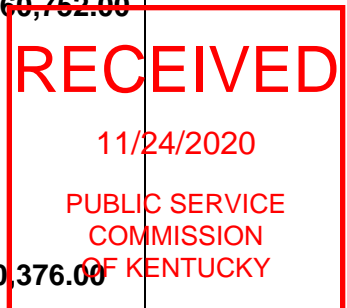
**CLIN 0006 is hereby updated as follows:**

**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	Mo	\$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	Mo	\$245,094.00	\$980,376.00

**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, 2017	8	Mo	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN	4	Mo	\$245,094.00	\$980,376.00



**(\$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 131079QUTS 233H 0011100059 S.0045978.28.3 2020000			
<b>\$245,094.00</b>			
	MIPR11100059 dated October 3, 2017	<b>Basic</b>	<b>\$490,188.00</b>
	Dated November 29, 2017	<b>Amend 1</b>	<b>\$245,094.00</b>
		<b>Total</b>	<b>\$735,282.00</b>
	Funding Breakdown		
	<b>P00037</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$490,188.00</b>
	<b>P00038</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$245,094.00</b>
	<b>Total Funding for ACRN AN</b>		<b>\$735,282.00</b>

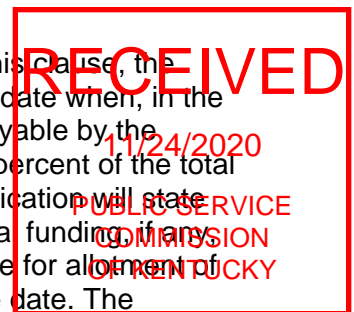
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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 \$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 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.

(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**



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 4

2. AMENDMENT/MODIFICATION NUMBER <b>P00039</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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, STP 10400  
FORT BELVOIR, VA 22060-6222  
Buyer/Symbol: Heather M. Thomas/DLA Energy-FEEBA  
PHONE: (703) 617-1485 E-MAIL: [Heather.M.Thomas@dla.mil](mailto:Heather.M.Thomas@dla.mil) P.P. 8.2

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)		9A. AMENDMENT 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 : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9		<input type="checkbox"/>
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
		10B. DATED (SEE ITEM 13)
		<b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

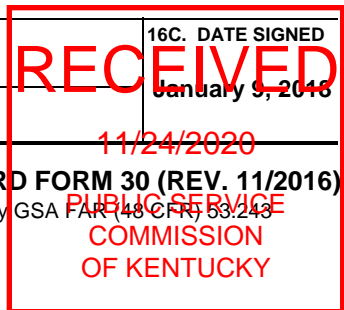
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	January 9, 2018



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**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



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	Mo	\$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	Mo	\$245,094.00	\$980,376.00

**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	Mo	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$980,376.00) Period of performance: October 1, 2017- January 31, 2018	4	Mo	\$245,094.00	\$980,376.00



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 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 131079QUTS 233H 0011100059 S.0045978.28.3 2020000			
<b>\$245,094.00</b>			
	MIPR11100059 dated October 3, 2017	<b>Basic</b>	<b>\$490,188.00</b>
	Dated November 29, 2017	<b>Amend 1</b>	<b>\$245,094.00</b>
	Dated December 28, 2017	<b>Amend 2</b>	<b>\$245,094.00</b>
		<b>Total</b>	<b>\$980,376.00</b>
	Funding Breakdown		
	<b>P00037</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$490,188.00</b>
	<b>P00038</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$245,094.00</b>
	<b>P00039</b>	<b>On CLIN 0006 (subCLIN 0006AB)</b>	<b>\$245,094.00</b>
	<b>Total Funding for ACRN AN</b>		<b>\$980,376.00</b>

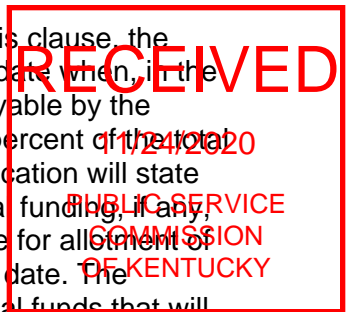
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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 \$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 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.

(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**



**AMENDMENT/MODIFICATION OF CONTRACT**

<b>2. AMENDMENT/MODIFICATION NUMBER</b> P00040		<b>3. EFFECTIVE DATE</b> See Block 16C		<b>4. REQUISITION/PURCHASE REQUISITION NUMBER</b>		<b>5. PROJECT NUMBER (If applicable)</b>	
<b>6. ISSUED BY</b> DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-FEIBA PHONE: (571) 767-9124 E-MAIL: <a href="mailto:Heather.M.Thomas@dla.mil">Heather.M.Thomas@dla.mil</a> P.P. 8.2		<b>CODE</b> SP0600		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	

<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP Code)</b> 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		<b>9A. AMENDMENT OF SOLICITATION NUMBER</b>	
		<input type="checkbox"/>	
		<b>9B. DATED (SEE ITEM 11)</b>	
		<input type="checkbox"/>	
		<b>10A. MODIFICATION OF CONTRACT/ORDER NUMBER</b> SP0600	
		<input checked="" type="checkbox"/>	
		<b>10B. DATED (SEE ITEM 13)</b>	
		<b>SP0600-11-C-8271</b>	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> JIM BRUCE, GENERAL MANAGER		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> CARL SILVERSTONE, CONTRACTING OFFICER	
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)		<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	
<b>15C. DATE SIGNED</b> 2/20/18		<b>16C. DATE SIGNED</b> February 21, 2018	



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STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

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	Mo	\$249,388.78	\$1,995,110.24
0007AB	Month 81-84 ACRN: TBD Period of performance: October 1, 2018- January 31, 2019	4	Mo	\$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:



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	<b>\$249,388.78</b>	<b>\$85,968.00</b>	<b>(\$85,968.00)</b>	<b>\$249,388.78</b>	<b>\$2,992,665.36</b>
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

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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:

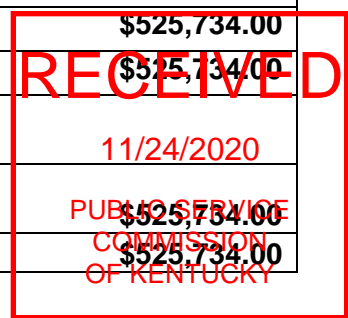
**G.5 Accounting and Appropriation Data**

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.

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 2334 0010969832 S.0045978.28.3 021001 <b>\$1,960,752.00</b>			
	MIPR10969832 dated December 27, 2016	<b>Basic</b>	<b>\$516,680.00</b>
	MIPR10969832 dated March 21, 2017	<b>Amend 1-1</b>	<b>\$245,094.00</b>
	MIPR10969832 dated April 28, 2017	<b>Amend 2</b>	<b>\$490,188.00</b>
	MIPR10969832 dated June 8, 2017	<b>Amend 3</b>	<b>\$735,282.00</b>
	MIPR10969832 dated February 6, 2018	<b>Amend 3-1</b>	<b>(\$26,492.00)</b>
		<b>Total</b>	<b>\$1,960,752.00</b>
	Funding Breakdown		
	<b>P00033</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$516,680.00</b>
	<b>P00034</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$245,094.00</b>
	<b>P00035</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$490,188.00</b>
	<b>P00036</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>\$735,282.00</b>
	<b>P00040</b>	<b>On CLIN 0006 (subCLIN 0006AA)</b>	<b>(\$26,492.00)</b>
	<b>Total Funding for ACRN AM</b>		<b>\$1,960,752.00</b>

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:

ACRN AP <b>\$525,734.00</b> 02120182018 2020000 A2ABH 131079QUTS 2334 0011141808 S.0045978.28.3 021001 2020000			
	MIPR0011141808 dated January 26, 2018	<b>Basic</b>	<b>\$525,734.00</b>
		<b>Total</b>	<b>\$525,734.00</b>
	Funding Breakdown		
	<b>P00040</b>	<b>On CLIN 0007 (subCLIN 0007AA)</b>	<b>\$525,734.00</b>
	<b>Total Funding for ACRN AP</b>		<b>\$525,734.00</b>



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 (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

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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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF 4 PAGES  
 2. AMENDMENT/MODIFICATION NUMBER \_\_\_\_\_ 3. EFFECTIVE DATE \_\_\_\_\_ 4. REQUISITION/PURCHASE REQUISITION NUMBER \_\_\_\_\_ 5. PROJECT NUMBER (If applicable) \_\_\_\_\_

<b>2. AMENDMENT/MODIFICATION NUMBER</b> <b>P00041</b>	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQUISITION NUMBER</b>	<b>5. PROJECT NUMBER (If applicable)</b>
<b>6. ISSUED BY</b> DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEIBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@dla.mil	<b>CODE</b> SP0600	<b>7. ADMINISTERED BY (If other than Item 6)</b> CODE _____	

<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)</b> 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		<b>9A. AMENDMENT OF SOLICITATION NUMBER</b>  <b>9B. DATED (SEE ITEM 11)</b>  <b>10A. MODIFICATION OF CONTRACT/ORDER NUMBER</b> SP0600 <b>10B. DATED (SEE ITEM 13)</b>  <b>SP0600-11-C-8271</b>
<b>CODE</b> _____ <b>FACILITY CODE</b> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.</b>
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b>

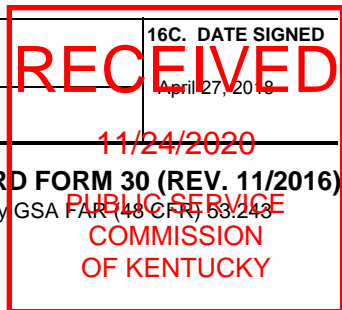
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

**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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b>
<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> April 27, 2018



Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

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	Mo	\$249,388.78	\$1,995,110.24

**TO:**

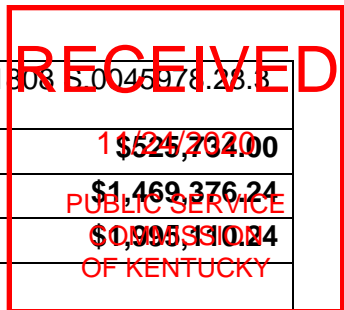
0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Mo	\$249,388.78	\$1,995,110.24

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:

ACRN AP <b>\$1,995,110.24</b> 02120182018 2020000 A2ABH 131079QUTS 2334 0011141808 \$1,004,697.24			
021001 2020000			
MIPR0011141808 dated January 26, 2018	Basic		<del>\$525,734.00</del>
MIPR0011141808 dated March 30, 2018	Amend 1		\$1,469,376.24
	Total		\$1,995,110.24
Funding Breakdown			



	<b>P00040</b>	<b>On CLIN 0007 (subCLIN 0007AA)</b>	<b>\$525,734.00</b>
	<b>P00041</b>	<b>On CLIN 0007 (subCLIN 0007AA)</b>	<b>\$1,469,376.24</b>
	<b>Total Funding for ACRN AP</b>		<b>\$1,995,110.24</b>

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)

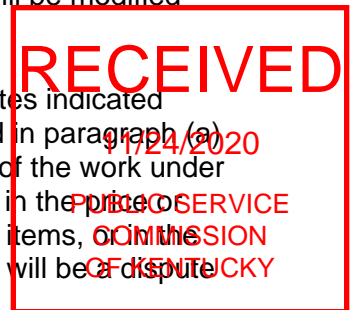
(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$45,762,191.7 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(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 (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 prices (including appropriate target, billing, and ceiling prices where applicable) of the items, 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 \$1,469,376.24 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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER <b>P00042</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
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-FEIBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@dla.mil		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
		10B. DATED (SEE ITEM 13)  <b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

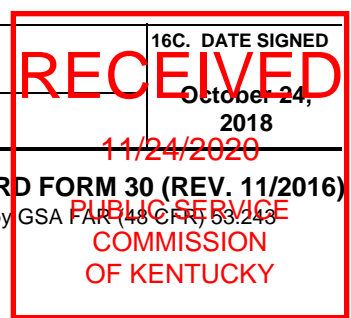
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED <b>October 24, 2018</b>



Previous edition unusable

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	Mo	\$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	Mo	\$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	Mo	\$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 established in the amount of \$748,166.34. Funds are provided under the Direct Cite MIPR



Number MIPR0011264809 as follows:

ACRN AQ <b>\$748,166.34</b> 02120192019 2020000 A2ABH 131079QUTS 2334 0011264809 S.0045978.82.1 021001 2020000			
	MIPR0011264809 dated October 18, 2018	<b>Basic</b>	<b>\$748,166.34</b>
		<b>Total</b>	<b>\$748,166.34</b>
	<b>Funding Breakdown</b>		
	<b>P00042</b>	<b>On CLIN 0007 (subCLIN 0007AB)</b>	<b>\$748,166.34</b>
	<b>Total Funding for ACRN AQ</b>		<b>\$748,166.34</b>

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

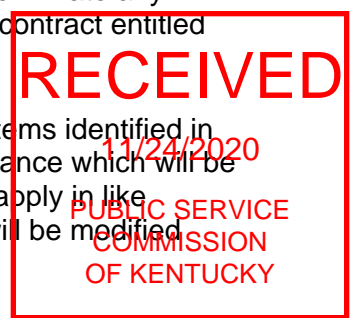
I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NUMBER <b>P00043</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEE PHONE: (571) 767-9114 E-MAIL: matthew.fox@dla.mil		SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)  <b>SP0600-11-C-8271</b>
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED November 19, 2018 <b>11/24/2020</b>

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



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	Mo	\$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: <b>October 1, 2018 –</b> <b>January 31, 2019</b>	4	Mo	\$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/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 4

<b>2. AMENDMENT/MODIFICATION NUMBER</b> <b>P00044</b>	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQUISITION NUMBER</b>	<b>5. PROJECT NUMBER (If applicable)</b>
<b>6. ISSUED BY</b> DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEEBA PHONE: (571) 767-9114 E-MAIL: <a href="mailto:matthew.fox@dla.mil">matthew.fox@dla.mil</a>	<b>CODE</b> SP0600	<b>7. ADMINISTERED BY (If other than Item 6)</b>  <b>CODE</b>	

<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)</b>  Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 Fax: (270) 352-3055 POC: Stephen M. Hogan, General Manager DUNS # 130402811 CAGE #316V9	<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NUMBER</b>
	<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
	<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NUMBER</b> SP0600
		<b>10B. DATED (SEE ITEM 13)</b>  <b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.</b>
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b>

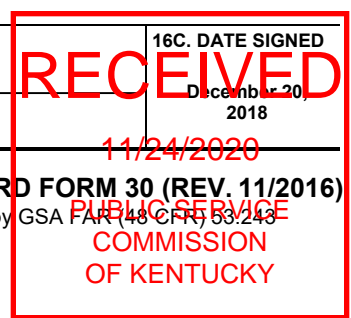
**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

**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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b>
<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> December 20, 2018



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**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

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:**

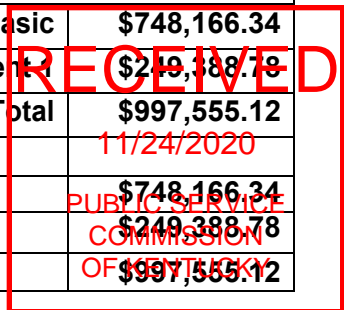
0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Mo	\$249,388.78	\$1,995,110.24
0007AA	Month 81-84 ACRN: AQ (\$997,555.12) Period of performance: October 1, 2018 – January 31, 2019	4	Mo	\$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:

ACRN AQ \$997,555.12 02120192019 2020000 A2ABH 131079QUTS 2334 0011264809 S.0045978.82.1 021001 2020000			
MIPR0011264809 dated October 18, 2018		Basic	\$748,166.34
MIPR0011264809 dated December 3, 2018		Amendment	\$249,388.78
		Total	\$997,555.12
<b>Funding Breakdown</b>			11/24/2020
P00042	On CLIN 0007 (subCLIN 0007AB)		\$748,166.34
P00044	On CLIN 0007 (subCLIN 0007AB)		\$249,388.78
<b>Total Funding for ACRN AQ</b>			\$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 0001 to 0057 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.

(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

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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**



**AMENDMENT/MODIFICATION OF SOLICITATION/CONTRACT SUBJECT MATTER**

2. AMENDMENT/MODIFICATION NUMBER <b>P00045</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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@dla.mil		CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9	9A. AMENDMENT OF SOLICITATION NUMBER
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
	10B. DATED (SEE ITEM 13)

**SP0600-11-C-8271**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 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>STEPHEN M. HOGAN, GENERAL MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>2-1-2019</b>	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED February 1, 2019



Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



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

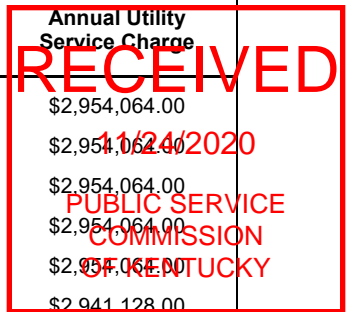
**CLIN 0008, subCLIN 0008AA, and subCLIN 0008AB are hereby established as follows:**

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	Mo	\$253,759.82	\$2,030,078.56
0008AB	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Mo	\$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
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	\$253,759.82	\$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	\$5,996,472.38
48	\$508,464.38			\$508,464.38	\$6,101,572.55
49	\$517,376.23			\$517,376.23	\$6,208,512.41
50	\$526,444.29			\$526,444.29	\$6,317,331.45

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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 established in the amount of \$2,030,070.56. Funds are provided under the Direct Cite MIPR Number MIPR11283737 as follows:

ACRN AR <b>\$2,030,070.56</b> 02120192019 2020000 A2ABH 131079QUTS 233L 0011283737 S.0045978.82.1 021001			
MIPR11283737 dated January 03, 2019	<b>Basic</b>		<b>\$2,030,070.56</b>
	<b>Total</b>		<b>\$2,030,070.56</b>
Funding Breakdown			
<b>P00045</b>	<b>On subCLIN 0008AA</b>		<b>\$2,030,070.56</b>
<b>Total Funding for ACRN AR</b>			<b>\$2,030,070.56</b>

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

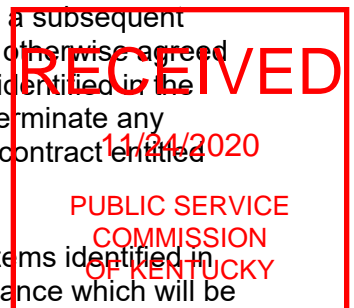
I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0057 are incrementally funded. For these items, the sum of \$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 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 \$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**



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 7

2. AMENDMENT/MODIFICATION NUMBER <b>P00046</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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@dla.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)  <b>SP0600-11-C-8271</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

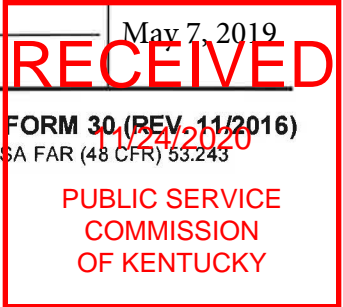
E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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>STEPHEN M. HOGAN, GENERAL MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 5/7/2019	16C. DATE SIGNED May 7, 2019



Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

A. The purpose of this modification is to:

1. 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:
  - a. 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



**CLIN 0008 is hereby revised as follows:**

**FROM:**

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	Mo	\$253,759.82	\$2,030,078.56
0008AB	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Mo	\$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	Mo	\$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	Mo	\$254,875.30	\$1,529,251.80
0008AC	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Mo	\$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	Total Price
	ACRN: AR (\$1,115.48) Period of performance: March 1, 2019 – March 31, 2019	1	EA	\$1,115.48	\$1,115.48



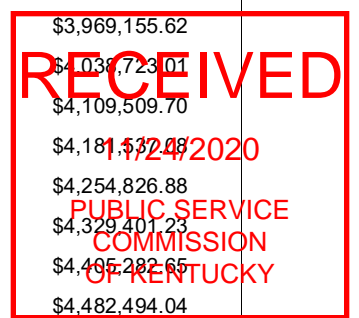
**CLIN 0060 is hereby established as follows:**

<b>0060</b>	<b>Muldraugh Water Treatment Plant Operations FY2019</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
	<b>ACRN: AR (\$685,903.05)</b>	<b>7</b>	<b>Mo</b>	<b>\$97,986.15</b>	<b>\$685,903.05</b>
	<b>Period of performance: March 1, 2019 – September 30, 2019</b>				

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	\$4,038,723.01
25	\$342,459.14			\$342,459.14	\$4,109,509.70
26	\$348,461.42			\$348,461.42	\$4,181,524.08
27	\$354,568.91			\$354,568.91	\$4,254,826.88
28	\$360,783.44			\$360,783.44	\$4,329,401.23
29	\$367,106.89			\$367,106.89	\$4,405,282.65
30	\$373,541.17			\$373,541.17	\$4,482,494.04





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 <b>\$2,723,781.97</b> 02120192019 2020000 A2ABH 131079QUTS 233L 0011283737 S.0045978.82.1 021001			
MIPR11283737 dated January 03, 2019	<b>Basic</b>		<b>\$2,030,070.56</b>
MIPR11283737 dated March 26, 2019	<b>Amend 001</b>		<b>\$693,711.41</b>
	<b>Total</b>		<b>\$2,723,781.97</b>
<b>Funding Breakdown</b>			
<b>P00046</b>	<b>On subCLIN 0008AA</b>		<b>\$507,519.64</b>
<b>P00046</b>	<b>On subCLIN 0008AB</b>		<b>\$1,529,243.80</b>
<b>P00046</b>	<b>On CLIN 0058</b>		<b>\$1,115.48</b>
<b>P00046</b>	<b>On CLIN 0060</b>		<b>\$685,903.05</b>
<b>Total Funding for ACRN AR</b>			<b>\$2,723,781.97</b>



F. 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

**\$49,483,528.79** 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."

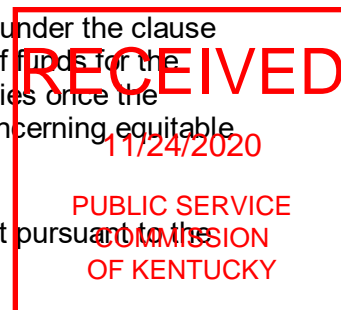
(d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will 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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NUMBER <b>P00047</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
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@dla.mil		SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811 CAGE #316V9		9A. AMENDMENT OF SOLICITATION NUMBER
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
		10B. DATED (SEE ITEM 13) 9/30/2011
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

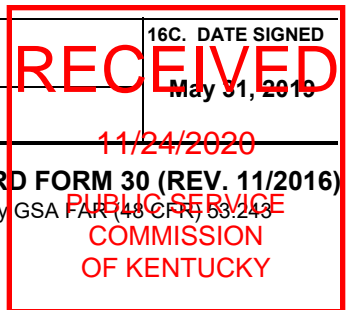
E. IMPORTANT: Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED May 31, 2019



Previous edition unusable

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:**

<b>0008</b>	<b>Monthly Utility Service Charge -Year 8</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>0008AA</b>	<b>Month 85-86</b> <b>ACRN: AR</b> <b>(\$507,519.64)</b> <b>Period of performance:</b> <b>February 1, 2019 –</b> <b>March 31, 2019</b>	<b>2</b>	<b>Mo</b>	<b>\$253,759.82</b>	<b>\$507,519.64</b>
<b>0008AB</b>	<b>Month 87-92</b> <b>ACRN: AR</b> <b>(\$1,529,243.80)</b> <b>Period of performance:</b> <b>April 1, 2019 –</b> <b>September 30, 2019</b>	<b>6</b>	<b>Mo</b>	<b>\$254,875.30</b>	<b>\$1,529,251.80</b>
<b>0008AC</b>	<b>Month 93-96</b> <b>ACRN: TBD</b> <b>Period of performance:</b> <b>October 1, 2019 –</b> <b>January 31, 2020</b>	<b>4</b>	<b>Mo</b>	<b>\$254,875.30</b>	<b>\$1,019,501.20</b>



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	Mo	\$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	Mo	\$254,875.30	\$1,529,251.80
0008AC	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Mo	\$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:

ACRN AR <b>\$2,723,789.97</b> 02120192019 2020000 A2ABH 131079QUTS 233L 0011283737 S.0045978.82.1 021001			
MIPR11283737 dated January 03, 2019	<b>Basic</b>		<b>\$2,030,070.56</b>
MIPR11283737 dated March 26, 2019	<b>Amend 001</b>		<b>\$693,711.41</b>
MIPR11283737 dated May 13, 2019	<b>Amend 002</b>		<b>\$8.00</b>
	<b>Total</b>		<b>\$2,723,789.97</b>
Funding Breakdown			
	<b>P00046</b>	<b>On subCLIN 0008AA</b>	<b>\$507,519.64</b>
	<b>P00047</b>	<b>On subCLIN 0008AB</b>	<b>\$1,529,251.80</b>
	<b>P00046</b>	<b>On CLIN 0058</b>	<b>\$1,115.48</b>
	<b>P00046</b>	<b>On CLIN 0060</b>	<b>\$685,903.05</b>
	<b>Total Funding for ACRN AR</b>		<b>\$2,723,789.97</b>



- 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 (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

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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**

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 6

2. AMENDMENT/MODIFICATION NUMBER P00048 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQUISITION NUMBER 5. PROJECT NUMBER (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, STP 10400  
FORT BELVOIR, VA 22060-6222  
Buyer/Symbol: Carl Silverstone/DLA Energy-FEEBB  
PHONE: (571) 767-9116 E-MAIL: Carl.Silverstone@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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 : Stephen Hogan, General Manager  
DUNS # 130402811  
CAGE #316V9

9A. AMENDMENT OF SOLICITATION NUMBER  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NUMBER  
SP060011C8271  
10B. DATED (SEE ITEM 13)  
9/30/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 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>STEPHEN M. HOGAN, GENERAL MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED 9-25-19	16C. DATE SIGNED September 25, 2019



A. The purpose of this modification is to:

- 1) 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:**

<b>Muldraugh Water Treatment Plant Operations REA</b>						
<b>0059</b>	<b>FY2016 to FY2019</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	
<b>0059AA</b>	<b>FY2016</b> <b>ACRN: TBD</b> <b>Period of performance:</b> <b>August 1, 2016 –</b> <b>September 30, 2016</b>	<b>1</b>	<b>EA</b>	<b>\$2,154.00</b>	<b>\$2,154.00</b>	
<b>0059AB</b>	<b>FY2017</b> <b>ACRN: TBD</b> <b>Period of performance:</b> <b>October 1, 2016 –</b> <b>September 30, 2017</b>	<b>1</b>	<b>EA</b>	<b>\$770,040.96</b>	<b>\$770,040.96</b>	
<b>0059AC</b>	<b>FY2018</b> <b>ACRN: TBD</b> <b>Period of performance:</b> <b>October 1, 2017 –</b> <b>September 30, 2018</b>	<b>1</b>	<b>EA</b>	<b>\$1,162,023.76</b>	<del><b>\$1,162,023.76</b></del>	
<b>0059AD</b>	<b>FY2019</b> <b>ACRN: AR</b> <b>(\$488,680.30)</b> <b>Period of performance:</b> <b>October 1, 2018 –</b>	<b>1</b>	<b>EA</b>	<b>\$488,680.30</b>	<div style="border: 2px solid red; padding: 5px; text-align: center;"> <p style="color: red; font-size: 1.2em; margin: 0;"><b>RECEIVED</b></p> <p style="color: red; font-size: 0.8em; margin: 0;">11/24/2020</p> <p style="color: red; font-size: 0.8em; margin: 0;"><b>\$488,680.30</b></p> <p style="color: red; font-size: 0.8em; margin: 0;">PUBLIC SERVICE COMMISSION OF KENTUCKY</p> </div>	

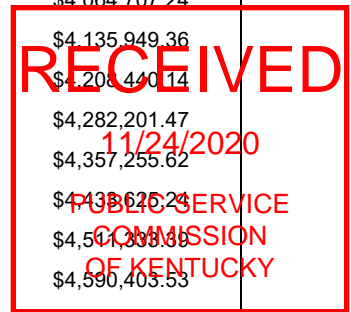
**February 28, 2019**

**CLIN 0061 is hereby established as follows:**

0061	Cybersecurity REA for FY2019	Qty	Unit	Unit Price	Total Price
	<b>ACRN: AR (\$19,677.72)</b>	<b>1</b>	<b>EA</b>	<b>\$19,677.72</b>	<b>\$19,677.72</b>
	<b>Period of performance: October 1, 2018 – September 30, 2019</b>				

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	\$4,433,625.24
30	\$375,944.45			\$375,944.45	\$4,511,339.89
31	\$382,533.63			\$382,533.63	\$4,590,403.53
32	\$389,238.29			\$389,238.29	\$4,670,859.53



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 <b>\$3,232,147.99</b> 02120192019 2020000 A2ABH 131079QUTS 233L 0011283737 S.0045978.82.1 021001			
MIPR11283737 dated January 03, 2019	<b>Basic</b>		<b>\$2,030,070.56</b>
MIPR11283737 dated March 26, 2019	<b>Amend 001</b>		<b>\$693,711.41</b>
MIPR11283737 dated May 13, 2019	<b>Amend 002</b>		<b>\$8.00</b>
MIPR11283737 dated May 13, 2019	<b>Amend 003</b>		<b>\$508,358.02</b>
	<b>Total</b>		<b>\$3,232,147.99</b>
Funding Breakdown			
<b>P00046</b>	<b>On subCLIN 0008AA</b>		<b>\$507,519.64</b>
<b>P00047</b>	<b>On subCLIN 0008AB</b>		<b>\$1,529,251.80</b>
<b>P00046</b>	<b>On CLIN 0058</b>		<b>\$1,115.48</b>
<b>P00048</b>	<b>On subCLIN 0059AD</b>		<b>\$488,680.30</b>
<b>P00046</b>	<b>On CLIN 0060</b>		<b>\$685,903.05</b>
<b>P00048</b>	<b>On CLIN 0061</b>		<b>\$13,677.72</b>
<b>Total Funding for ACRN AR</b>			<b>\$3,232,147.99</b>

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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 0001 to 0061 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.

(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

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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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
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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):

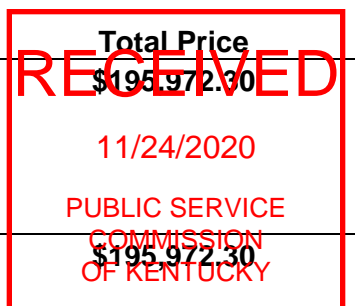
0008	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AC	Months: 93-96 ACRN: TBD Period of Performance: October 1, 2019 – January 31, 2020	4	MO	\$254,875.30	\$1,019,501.20

TO:

0008	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AC	Months: 93-94 ACRN: <b>AS</b> <b>(\$513,030.22)</b> Period of Performance: October 1, 2019 – <b>November 30, 2019</b>	<b>2</b>	MO	<b>\$256,515.11</b>	<b>\$513,030.22</b>
0008AD	Months: 95-96 ACRN: TBD Period of Performance: <b>December 01, 2019 –</b> <b>January 31, 2020</b>	<b>2</b>	MO	<b>\$256,515.11</b>	<b>\$513,030.22</b>

CLIN 0062 is hereby established as follows:

0062	Muldraugh Water Treatment Plant Operations FY2020	Qty	Unit	Unit Price	Total Price
0062AA	ACRN: AS <b>(\$195,972.30)</b> Period of performance: October 1, 2019 – November 30, 2019	2	EA	\$97,986.15	<del>\$195,972.30</del>
0062AB	ACRN: TBD Period of performance:	2	EA	\$97,986.15	<del>\$195,972.30</del>





	<b>December 01, 2019– January 31, 2020</b>				
<b>0062AC</b>	<b>ACRN: TBD</b>	<b>8</b>	<b>EA</b>	<b>\$99,703.55</b>	<b>\$797,628.40</b>
	<b>Period of performance: February 01, 2020– September 30, 2020</b>				

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 <b>\$709,002.52</b> 02120202020 2020000 A60TE 131079QUTS 233L 0011416740 S.0070014.22.2 021001		
MIPR11414282 dated October 21, 2019	<b>Basic</b>	<b>\$709,002.52</b>
	<b>Total</b>	<b>\$709,002.52</b>
Funding Breakdown		
<b>P00049</b>	<b>On SubCLIN 0008AC</b>	<b>\$513,030.22</b>
<b>P00049</b>	<b>On SubCLIN 0062AA</b>	<b>\$195,972.30</b>
<b>Total Funding for ACRN AS</b>		<b>\$709,002.52</b>

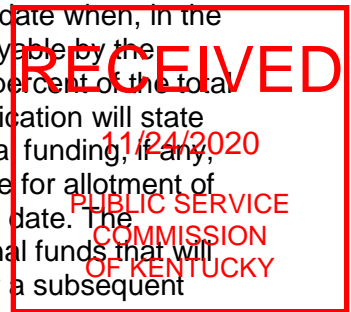
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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

(a) Contract line items 0001 to 0061 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 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 \$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/MODIFICATION OF CONTRACT

<b>2. AMENDMENT/MODIFICATION NUMBER</b> <b>P00050</b>	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQUISITION NUMBER</b>	<b>5. PROJECT NUMBER (If applicable)</b>
<b>6. ISSUED BY</b> 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@dla.mil	<b>CODE</b> SP0600	<b>7. ADMINISTERED BY (If other than Item 6)</b> <b>CODE</b>	

<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP Code)</b>  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		<b>9A. AMENDMENT OF SOLICITATION NUMBER</b>
	<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
	<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NUMBER</b> SP060011C8271
		<b>10B. DATED (SEE ITEM 13)</b>  September 30, 2011
<b>CODE:</b> 316V9	<b>FACILITY CODE</b>	

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

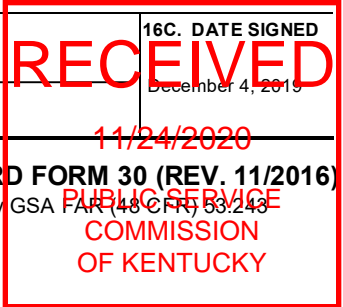
<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.</b>
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b>
<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> December 4, 2015



Previous edition unusable

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 SubCIN 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):**

0008	Monthly Utility Service 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:**

0008	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: 95-96 <b>ACRN: AT</b> <b>(\$256,515.11)</b> 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	\$195,972.30

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**TO:**

<b>Muldraugh Water Treatment Plant Operations FY2020</b>					
<b>0062</b>		<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>0062AB</b>	<b>ACRN: AT</b> <b>(\$97,986.15)</b> <b>Period of performance:</b> <b>December 01, 2019 –</b> <b>January 31, 2020</b>	<b>2</b>	<b>EA</b>	<b>\$97,986.15</b>	<b>\$195,972.30</b>

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)**

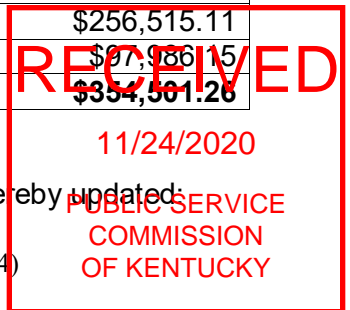
ACRN AS is hereby revised. Funds are provided under the Direct Cite MIPR Number MIPR11416740 as follows:

ACRN AS <b>\$709,002.52</b> 02120202020 2020000 A60TE 131079QUTS 233L 0011416740 S.0070014.22.2 021001		
MIPR11416740 dated October 21, 2019	Basic	\$709,002.52
	<b>Total</b>	<b>\$709,002.52</b>
Funding Breakdown		
P00049	On SubCLIN 0008AC	\$513,030.22
P00049	On SubCLIN 0062AA	\$195,972.30
<b>Total Funding for ACRN AS</b>		<b>\$709,002.52</b>

**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 <b>\$354,501.26</b> 02120202020 2020000 A60TE 131079QUTS 233D 0011430412 S.0070014.22.2 021001		
MIPR11430412 dated 27 November 2019	Basic	\$354,501.26
	<b>Total</b>	<b>\$354,501.26</b>
Funding Breakdown		
P00050	On SubCLIN 0008AD	\$256,515.11
P00050	On SubCLIN 0062AB	\$97,986.15
<b>Total Funding for ACRN AT</b>		<b>\$354,501.26</b>



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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0062 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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NUMBER <b>P00051</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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-FEEBA PHONE: (571) 767-0113 E-Mail : brittney.moore@dla.mil		CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) September 30, 2011

CODE: 316V9 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

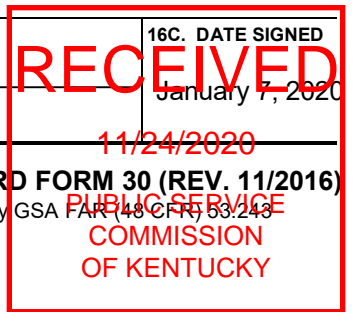
E. IMPORTANT: Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED January 7, 2020



Previous edition unusable



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 SubCIN 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):**

0008	Monthly Utility Service 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:**

0008	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0008AD	Months: <b>95</b> ACRN: AT (\$256,515.11) Period of Performance: December 01, 2019 – <b>December 31, 2019</b>	<b>1</b>	MO	\$256,515.11	<b>\$256,515.11</b>
0008AE	Months: 96 ACRN: <b>AU</b> <b>(\$256,515.11)</b> Period of Performance: January 01, 2020 – January 31, 2020	1	MO	\$256,515.11	\$256,515.11



**CLIN 0062 is hereby revised as follows:**

**FROM (modification P00049):**

Muldraugh Water Treatment Plant Operations FY2020					
0062		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:**

Muldraugh Water Treatment Plant Operations FY2020					
0062		Qty	Unit	Unit Price	Total Price
0062AB	ACRN: AT (\$97,986.15) Period of performance: December 01, 2019 – <b>December 31, 2019</b>	<b>1</b>	EA	\$97,986.15	<b>\$97,986.15</b>
0062AC	ACRN: AU <b>(\$97,986.15)</b> Period of performance: January 01, 2020 – January 31, 2020	1	EA	\$97,986.15	\$97,986.15

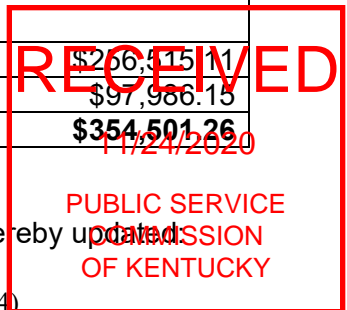
C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A, Section G.5 is revised as follows:

**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 <b>\$354,501.26</b> 02120202020 2020000 A60TE 131079QUTS 233H 0011440182 S.0070014.22.2021001		
MIPR 11440182 dated 03 January 2020	Basic	\$354,501.26
	<b>Total</b>	<b>\$354,501.26</b>
Funding Breakdown		
P00051	On SubCLIN 0008AE	\$206,515.11
P00051	On SubCLIN 0062AC	\$97,986.15
<b>Total Funding for ACRN AU</b>		<b>\$354,501.26</b>



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

(a) Contract line items 0001 to 0062 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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NUMBER <b>P00052</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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-FEEBA PHONE: (571) 767-0113 E-Mail : brittney.moore@dla.mil		CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811	9A. AMENDMENT OF SOLICITATION NUMBER	
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
		10B. DATED (SEE ITEM 13) September 30, 2011
CODE: 316V9	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

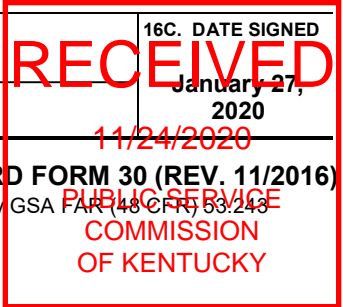
E. IMPORTANT: Contractor  is not  is required to sign this document and return 0 copies to the issuing office.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED January 27, 2020



Previous edition unusable

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: February 01, 2020 - September 30, 2020	8	EA	\$99,703.55	\$797,628.40



TO:

Muldraugh Water Treatment Plant Operations FY2020					
0062		Qty	Unit	Unit Price	Total Price
0062AD	ACRN: <b>AV</b> <b>(\$797,628.40)</b> 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:

Muldraugh Water Treatment Plant Operations FY2016					
0059		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:

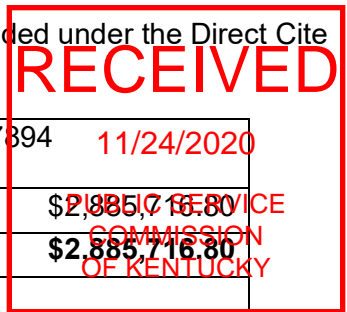
Muldraugh Water Treatment Plant Operations FY2016					
0059		Qty	Unit	Unit Price	Total Price
0059AA	ACRN: <b>AW</b> <b>(\$2,154.00)</b> Period of performance: August 1, 2016 - September 30, 2016	1	EA	\$2,154.00	\$2,154.00

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 0011447894				11/24/2020
S.0070014.22.2. 2021001				
MIPR 11447894 dated 22 January 2020	Basic			\$2,885,716.80
	<b>Total</b>			<b>\$2,885,716.80</b>

Funding Breakdown		
	P00052	On SubCLIN 0009AA
	P00052	On SubCLIN 0062AE
<b>Total Funding for ACRN AV</b>		<b>\$2,885,716.80</b>

**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 <b>\$2,154.00</b> 02120162016 2020000 A2ABH 131079QDPW 2334 0011446863 S.0005431.31.504.2. 021001		
MIPR 11446863 dated 27 January 2020	Basic	\$2,154.00
	<b>Total</b>	<b>\$2,154.00</b>
Funding Breakdown		
	P00052	On SubCLIN 0059AA
<b>Total Funding for ACRN AW</b>		<b>\$2,154.00</b>

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

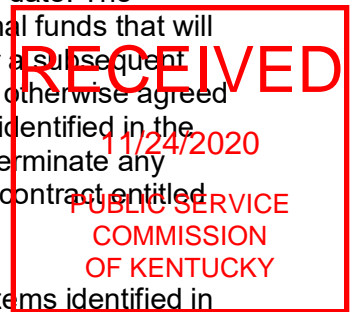
I.5.4 LIMITATION OF GOVERNMENT’S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0062 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 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 \$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**



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NUMBER <b>P00053</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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-FEEBA PHONE: (571) 767-0113 E-Mail : brittney.moore@dla.mil		CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State ,and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811			9A. AMENDMENT OF SOLICITATION NUMBER	
			<input type="checkbox"/>	
			9B. DATED (SEE ITEM 11)	
			<input type="checkbox"/>	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271	
			<input checked="" type="checkbox"/>	
			10B. DATED (SEE ITEM 13) September 30, 2011	
CODE: 316V9		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

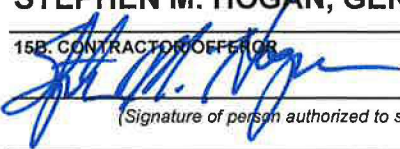
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 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>STEPHEN M. HOGAN, GENERAL MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED <b>02/20/2020</b>		16C. DATE SIGNED February 21, 2020	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 201.20



A. The purpose of this modification is to:

1. 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					
0059AC	FY2018 ACRN: TBD PoP: October 1, 2017 - September 30, 2018	1	EA	\$1,162,023.76	\$1,162,023.76

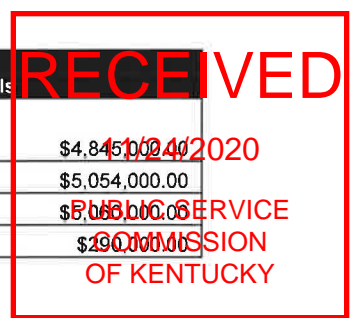
**TO:**

0059 Muldraugh Water Treatment Plant Operations REA FY2016 to FY2019					
0059AC	FY2018 ACRN: AX PoP: October 1, 2017 - September 30, 2018	1	EA	\$1,162,023.76	\$1,162,023.76

C. B.6 Capital Improvement Projects is **revised** as follows:

**FROM:**

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	\$5,054,000.00
4	Park Road 14' Main Extension	\$20,000.00



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
<b>Total:</b>		<b>\$16,293,000.00</b>

To:

Project No.	Year 6 – 10 Project Name	CIP Totals	Period of Performance
1	Muldrough 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	<del>Line Improvement – Cold Vault Area</del>	\$0.00	n/a
7	<del>Line Improvements – North Frazier Area</del>	\$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
40	<del>Installation of Check Valves - New Education Center Tank</del>	\$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	1/4/2021 – 11/5/2021
18	Remove Old Ironside Tank	\$76,000.00	1/4/2021 – 11/5/2021
<b>Total:</b>		<b>\$20,309,400.00</b>	<b>8/12/2016 – 11/5/2021</b>

\* Automatic Flushers may not be necessary; project is only required if observed demands are lower than anticipated and will be evaluated based on water quality monitoring.



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 <b>\$1,162,023.76</b> 02120182018 2020000 A2ABH 131079QUTS 2334 0011446866 S.0045979.28.3 021001		
MIPR 11446866 dated 14 February 2020	Basic	\$1,162,023.76
	<b>Total</b>	<b>\$1,162,023.76</b>
Funding Breakdown		
	P00053 On SubCLIN 0059AC	\$1,162,023.76
<b>Total Funding for ACRN AX</b>		<b>\$1,162,023.76</b>

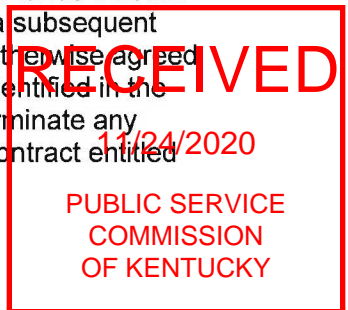
E. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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

(a) Contract line items 0001 to 0062 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 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)

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**



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 4

2. AMENDMENT/MODIFICATION NUMBER <b>P00054</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
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@dla.mil		7. ADMINISTERED BY (If other than Item 6) CODE SP0600		

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811	9A. AMENDMENT OF SOLICITATION NUMBER
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
	10B. DATED (SEE ITEM 13) September 30, 2011

CODE: 316V9 FACILITY CODE  
**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
 See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

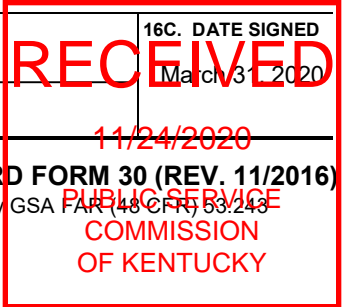
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 0 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED March 3, 2020



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**STANDARD FORM 30 (REV. 11/2016)**  
 Prescribed by GSA FAR (48 CFR) 53.243

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

Muldraugh Water Treatment Plant Operations REA					
0059	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:

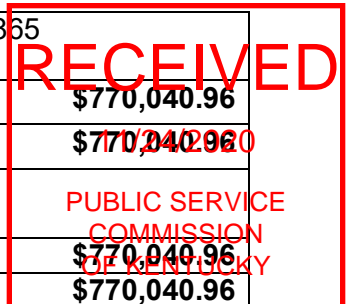
Muldraugh Water Treatment Plant Operations REA					
0059	FY2016 to FY2019	Qty	Unit	Unit Price	Total Price
0059AB	FY2017 ACRN: <b>AY</b> Period of Performance: October 1, 2016 – September 30, 2017	1	EA	\$770,040.96	\$770,040.96

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 2020000 A2ABH 131079QDPW 2334 0011446865					
S.0045978.28.3 021001					
MIPR11446865 dated March 27, 2020			<b>Basic</b>		\$770,040.96
			<b>Total</b>		\$770,040.96
Funding Breakdown					PUBLIC SERVICE COMMISSION OF KENTUCKY
	<b>P00054</b>		<b>On SubCLIN 0059AB</b>		\$770,040.96
	<b>Total Funding for ACRN AY</b>				\$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 0001 to 0061 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.

(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

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DEPARTMENT OF REVENUE  
OF KENTUCKY

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**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER <b>P00055</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable) 1 4
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-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@dla.mil		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811	9A. AMENDMENT OF SOLICITATION NUMBER
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
	10B. DATED (SEE ITEM 13) September 30, 2011

CODE: 316V9 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

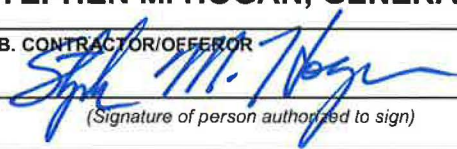
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

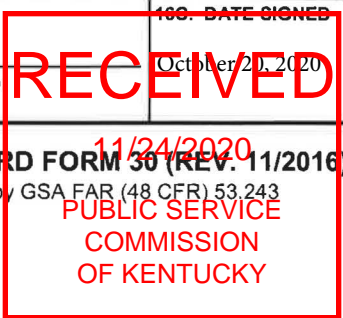
E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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>STEPHEN M. HOGAN, GENERAL MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-20-20	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED October 20, 2020



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STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

PUBLIC SERVICE  
COMMISSION  
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:

0009	Monthly Utility Service 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: <b>AZ</b> Period of Performance: October 01, 2020 – <b>October 31, 2020</b>	<b>1</b>	MO	\$261,011.05	<b>\$261,011.05</b>
0009AC	Month 106 - 108 of 600 ACRN: TBD <b>November 01, 2020 - January 31, 2021</b>	<b>3</b>	Mo	\$261,011.05	<b>\$783,033.15</b>

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	\$99,703.55

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 11/24/2020  
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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 <b>\$360,714.60</b> 2120212021 2020000 A60TE 131079QUTS 233H 0011557723 S.0070014.22.2 021001		
MIPR11557723 dated October 01, 2020	<b>Basic</b>	\$360,714.60
	<b>Total</b>	<b>\$360,714.60</b>
Funding Breakdown		
	<b>P00055 On SubCLIN 0009AB</b>	<b>\$261,011.05</b>
	<b>P00055 On SubCLIN 0063AA</b>	<b>\$99,703.55</b>
	<b>Total Funding for ACRN AZ</b>	<b>\$360,714.60</b>

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

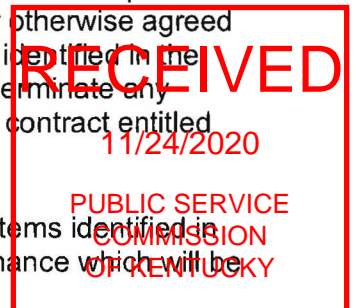
I.5.4 LIMITATION OF GOVERNMENT’S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0063 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 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 \$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**



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 5

2. AMENDMENT/MODIFICATION NUMBER <b>P00056</b>		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (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-FEEBA PHONE: (571) 767-0113 E-Mail: brittney.moore@dla.mil		CODE <b>SP0600</b>	7. ADMINISTERED BY (If other than item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP 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 : Stephen Hogan, General Manager DUNS # 130402811	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/> 9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)  September 30, 2011

CODE: 316V9 FACILITY CODE  
**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)**  
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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

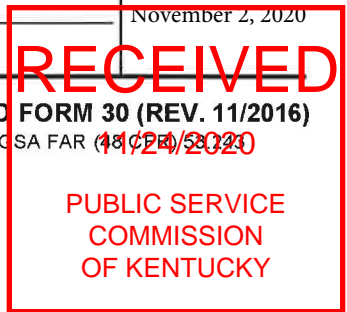
Fort Knox, Kentucky – Utility Privatization Contract  
Potable Water Utility System  
See Additional Pages for Further Details.

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>JUSTIN METZ, ACTING GENERAL MANAGER</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>CARL SILVERSTONE, CONTRACTING OFFICER</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Oct. 30, 2020	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED November 2, 2020

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 501.01



A. The purpose of this modification is to:

- 1) 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	Mo	\$261,011.05	\$783,033.15

To:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AB	<b>Months: 105 - 107 of 600</b> ACRN: AZ Period of Performance: October 01, 2020 – <b>December 31, 2020</b>	<b>3</b>	MO	\$261,011.05	<b>\$783,033.15</b>
0009AC	<b>Month 108 of 600</b> ACRN: TBD <b>January 01, 2021 -</b> January 31, 2021	<b>1</b>	Mo	\$261,011.05	<b>\$261,011.05</b>





CLIN 0063 is hereby revised as follows:

From:

Muldraugh Water Treatment Plant Operations FY2021					
0063		Qty	Unit	Unit Price	Total Price
0063AA	ACRN: AZ	1	MO	\$99,703.55	\$99,703.55
Period of Performance: October 01, 2020 - October 31, 2020					

To:

Muldraugh Water Treatment Plant Operations FY2021					
0063		Qty	Unit	Unit Price	Total Price
0063AA	ACRN: AZ	3	MO	\$99,703.55	\$299,110.65
Period of Performance: October 01, 2020 - <b>December 31, 2020</b>					

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 2020000 A60TE 131079QUTS 233H 0011557723 S.0070014.22.2 021001			
MIPR11557723 dated October 01, 2020	<b>Basic</b>		\$360,714.60
	<b>Amendment 0001</b>		\$721,429.20
	<b>Total</b>		<b>\$1,082,143.80</b>
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
<b>Total Funding for ACRN AZ</b>			<b>\$1,082,143.80</b>

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 0063 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 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 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 \$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**

**RECEIVED**

11/24/2020

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY