AMENDMENT OF SOLICITATION	/MODIFICATION (F CONTRACT 1. CONTRACT		DDE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER P00057	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHAS	BE 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: Randall Legions, DLA Energy-FEE PHONE: (571) 767-0488 E-Mail: randall.legions	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., Hardin County Water District No. 1 1400 Rogersville Road Rodoliff, KY 40160 9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055	street city, county, State,	and ZIP Code)	9B. DATED (SE	NT OF SOLICITATION NUMBER E ITEM 11) TION OF CONTRACT/ORDER NUMBER
POC : Stephen Hogan, General Manager DUNS # 130402811			10B. DATED (SI	SP060011C8271 EE ITEM 13) September 30, 2011
	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF		36ptember 30, 2011
(a) By completing items 8 and 15, and returning_ submitted; or (c) By separate letter or electronic communicat ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE II IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communic specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropria	tion which includes a reference DESIGNATED FOR THE REC diment you desire to change a ation makes reference to the	CEIPT OF OFFERS PRIOR 1 n offer already submitted, su	ndment numbers. FAILUF FO THE HOUR AND DAT ch change may be made	RE OF YOUR 'E SPECIFIED MAY RESULT by letter or electronic
13. THIS ITEM A	PPLIES ONLY TO MOI E CONTRACT/ORDER			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/	RSUANT TO: (Specify authori	ty) THE CHANGES SET FO	RTH IN ITEM 14 ARE MA	ADE IN THE CONTRACT ORDER
appropriation data, etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.		onangee in paying emoc,
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates of D. OTHER (Specify type of modification an	or Terms and Conditions of	NOT THE REAL PROPERTY OF THE REAL	Services	
E. IMPORTANT: Contractor ☐ is not ☒ is	required to sign this do	cument and return 1 c	copies to the issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	panized by UCF section head	dings, including solicitation	n/contract subject matte	r where feasible.)
Fort	Knox, Kentucky – U Potable Wate See Additional Page	r Utility System		
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore chang	ged, remains unchanged	and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print) STEPHEN HOGAN, GENERAL MA	ANAGER	16A. NAME AND TITLE O		CER (Type or print) RACTING OFFICER
15B CONTRACTOR/OFFEROR WAS	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.1377023044	Digitally signed by \$ SILVERSTONE.CARL.1377023044 Date: 2021.01.11 14:42:01 -05'00'	January 11, 2021
(Signature of person authorized to sign)	1-11 000	(Signatur	re of Contracting Officer)	

AMENDMENT OF SOLICITATION	/MODIFICATION (F CONTRACT 1. CONTRACT		DDE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER P00057	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHAS	BE 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: Randall Legions, DLA Energy-FEE PHONE: (571) 767-0488 E-Mail: randall.legions	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., Hardin County Water District No. 1 1400 Rogersville Road Rodoliff, KY 40160 9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055	street city, county, State,	and ZIP Code)	9B. DATED (SE	NT OF SOLICITATION NUMBER E ITEM 11) TION OF CONTRACT/ORDER NUMBER
POC : Stephen Hogan, General Manager DUNS # 130402811			10B. DATED (SI	SP060011C8271 EE ITEM 13) September 30, 2011
	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF		36ptember 30, 2011
(a) By completing items 8 and 15, and returning_ submitted; or (c) By separate letter or electronic communicat ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE II IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communic specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropria	tion which includes a reference DESIGNATED FOR THE REC diment you desire to change a ation makes reference to the	CEIPT OF OFFERS PRIOR 1 n offer already submitted, su	ndment numbers. FAILUF FO THE HOUR AND DAT ch change may be made	RE OF YOUR 'E SPECIFIED MAY RESULT by letter or electronic
13. THIS ITEM A	PPLIES ONLY TO MOI E CONTRACT/ORDER			
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appropriation data, etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.		onangee in paying emoc,
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates of D. OTHER (Specify type of modification an	or Terms and Conditions of	NOT THE REAL PROPERTY OF THE REAL	Services	
E. IMPORTANT: Contractor ☐ is not ☒ is	required to sign this do	cument and return 1 c	copies to the issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	panized by UCF section head	dings, including solicitation	n/contract subject matte	r where feasible.)
Fort	Knox, Kentucky – U Potable Wate See Additional Page	r Utility System		
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore chang	ged, remains unchanged	and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print) STEPHEN HOGAN, GENERAL MA	ANAGER	16A. NAME AND TITLE O		CER (Type or print) RACTING OFFICER
15B CONTRACTOR/OFFEROR WAS	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.1377023044	Digitally signed by \$ SILVERSTONE.CARL.1377023044 Date: 2021.01.11 14:42:01 -05'00'	January 11, 2021
(Signature of person authorized to sign)	1-11 000	(Signatur	re of Contracting Officer)	

- A. The purpose of this modification is to:
 - Update Section B, Schedule B.3, to provide funding to SubCLIN 0009AC for Contract Year 9's Monthly Utility Service Charge in the total amount of \$261,011.05 and funds SubCLIN 0063AB 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 BA;
- 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
0009AC	Month 108 of 600 ACRN: TBD January 01, 2021 - January 31, 2021	1	Мо	\$261,011.05	\$261,011.05

To:

0009	Monthly Utility Service Charge	Qty	Unit	Unit Price	Total Price
0009AC	Month 108 of 600 ACRN: BA January 01, 2021 - January 31, 2021	1	Мо	\$261,011.05	\$261,011.05

SUBCLIN 0063AB is hereby established as follows:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AB	ACRN: BA Period of Performance: January 01, 2021 - January 31, 2021	1	MO	\$99,703.55	\$99,703.55

C. Section G – Contract Administration Data - As a result of the changes described in Paragraph A15pstion 2.5 is revised as follows:

G.5 Accounting and Appropriation Data

PUBLIC SERVICE COMMISSION OF KENTUCKY

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OF KENTUCKY

ACRN BA is hereby established in the amount of \$360,714.60. Funds are provided under the Direct Cite MIPR Number MIPR 11589716, Basic as follows:

ACRN BA \$360,714.60 02120212021 20200 S.0070014.22.2 021001	00 A60TE 131079QUTS 2540 0011	589716
MIPR11589716 dated December 29, 2020	Basic	\$360,714.60
	Total	\$360,714.60
Funding Breakdown		
P00057	On SubCLIN 0009AC	\$261,011.05
P00057	On SubCLIN 0063AB	\$99,703.55
Total Funding for ACRN BA		\$360,714.60

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

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

- (a) Contract line items <u>0001 to 0063</u> are incrementally funded. For these items, the sum of \$57,672,693.77 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 and thicklin V 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 12/2023 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 \$57,311,979.17 to \$57,672,693.77.
- F. The total value of the contract is increased by \$99,703.55 from \$246,471,310.57 to \$246,571,014.12.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

AMENDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DE	PAGE	OF 	PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJEC	T NUMBE	R (If a	pplicable)
P00058	See Block 16C						
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEE PHONE: (571) 767-0488 E-Mail: randall.legions		7. ADMINISTERED BY (lf other than Item 6)	CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION	NUMB	ER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			9B. DATED (SE) 10A. MODIFICA 10B. DATED (SE)	TION OF CON	1C8271		RNUMBER
CODE: 316V9 11. THIS ITEM	CILITY CODE ONLY APPLIES TO	AMENDMENTS OF S			,		
Light above numbered solicitation is amended as set forth Offers must acknowledge receipt of this amendment prior to the set of the	the hour and date specified in copies of the amendmen on which includes a reference ESIGNATED FOR THE RECOMENT you desire to change a stion makes reference to the red)	n the solicitation or as amendo t; (b) By acknowledging recei the to the solicitation and amen CEIPT OF OFFERS PRIOR To n offer already submitted, suc	ed, by one of the followin of of this amendment on dment numbers. FAILUF O THE HOUR AND DAT th change may be made	each copy of RE OF YOUR E SPECIFIED by letter or ele	MAY RE		
See Section G, Accounting and Appropriat		DIFICATIONS OF CO	NTRACTS/ORDER	S.			
		R NUMBER AS DESCI					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	SUANT TO: (Specify authori	ity) THE CHANGES SET FOR	RTH IN ITEM 14 ARE MA	DE IN THE C	ONTRAC	T ORD	ER
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				changes in pa	aying offic	9,	
B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates o			ervices				
D. OTHER (Specify type of modification and	l authority)						
E. IMPORTANT: Contractor ☐ is not ☒ is n	equired to sign this do	ocument and return <u>1</u> c	opies to the issuing	office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	anized by UCF section head	dings, including solicitation	/contract subject matte	r where feasi	ible.)		
	Potable Wate	tility Privatization Co r Utility System es for Further Details					
Except as provided herein, all terms and conditions of the doc	cument referenced in Item 9A					ct.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRACTING OFFI	CER (Type or	print)		
STEPHEN HOGAN, GENERAL MA	NAGER	CARL SILVERS	TONE, CONT	RACTIN	IG OF	FIC	ER
15B. CONTRACTOR/OFFERER	15C. DATE SIGNED	16B, UNITED STATES OF SILVERSTONE.CARL.1377023044	AMERICA Digitally signed by		16C,	DATE	SIGNED
(Signature of person authorized to sign)	2-5-2021		Date: 2021.0205 15:23:15-05'00'	DE	Febr	uary !	5, 2021
Previous edition unusable	le de la constant de		STANDAR Prescribed by				
			Frescribed by		BLIC S		

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0010AA for Contract Year 10's Monthly Utility Service Charge in the total amount of \$796,757.37 and funds SubCLIN 0063AC for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$304,353.15; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BB;
- 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 0010 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby established as follows:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AA	Month 109 – 111 of 600 ACRN: BB February 01, 2021 – April 30, 2021	3	Мо	\$265,585.79	\$796,757.37
0010AB	Month 112 - 116 of 600 ACRN: TBD May 01, 2021 - September 30, 2021	5	Мо	\$265,585.79	\$1,327,928.95
0010AC	Month 117 – 120 ACRN: TBD October 01, 2021 – January 31, 2022	4	Мо	\$265,585.79	\$1,062,343.16

SUBCLIN 0063AC is hereby revised as follows:

FROM:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AC	ACRN: TBD Period of Performance: February 01, 2021 - September 30, 2021	8	MO	\$101,451.05	\$811,608.40



1/12/2023

TO:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AC	ACRN: BB (\$304,353.15) Period of Performance: February 01, 2021 - April 30, 2021	3	MO	\$101,451.05	\$304,353.15

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 BB is hereby established in the amount of \$1,101,110.52. Funds are provided under the Direct Cite MIPR Number MIPR 11601757, Basic as follows:

ACRN BB \$1,101,110.52 02120212021 202 S.0070014.22.2 021001		
MIPR11601757 dated January 28, 2021	Basic	\$1,101,110.52
	Total	\$1,101,110.52
Funding Breakdown		
P00058	On SubCLIN 0010AA	\$796,757.37
P00058	On SubCLIN 0063AC	\$304,353.15
Total Funding for ACRN BB		\$1,101,110.52

D. DFARS Clause 252,232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

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

- (a) Contract line items <u>0001 to 0063</u> are incrementally funded. For these items, the sum of \$58,773,804.29 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 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 sind the ERVICE Contractor's best judgment, the work will reach the point at which the total amount payable by the MMISSION OF KENTUCKY

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 \$1,101,110.52 from \$57,672,693.77 to \$58,773,804.29.
- F. The total value of the contract is increased by \$304,353.15 from \$246,571,014.12 to \$245,571,014.12 to
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

1/12/2023

PUBLIC SERVICE COMMISSION OF KENTUCKY

End of Modification

AMENDMENT OF SOLICITATION/	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
P00059	See Block 16C			
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE
DLA ENERGY - UTILITY SERVICES				
8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222				
Buyer/Symbol: Randall Legions, DLA Energy-FEEB	A			
PHONE: (571) 767-0488 E-Mail: randall.legions@	②dla.mil			
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	treet city, county, State ,	and ZIP Code)	9A. AMENDME	NT OF SOLICITATION NUMBER
Hardin County Water District No. 1				
1400 Rogersville Road				
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208			9B. DATED (SE	E ITEM 11)
Fax: (270) 351-3222 ext. 208			404 MODIFICATI	TION OF CONTRACTIONS IN MINISTER
POC : Stephen Hogan, General Manager			10A, MODIFICA	TION OF CONTRACT/ORDER NUMBER
DUNS # 130402811			10B. DATED (SA	SP060011C8271
			10B. DATED (SE	E II EM 13)
				September 30, 2011
CODE: 316V9	ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
The above numbered solicitation is amended as set forth in Offers must acknowledge receipt of this amendment prior to the				is not extended.
(a) By completing items 8 and 15, and returning	·	t; (b) By acknowledging rece	-	
submitted; or (c) By separate letter or electronic communication	22.11		•	
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE				
IN REJECTION OF YOUR OFFER. If by virtue of this amenda	nent you desire to change a	n offer already submitted, su	ch change may be made	by letter or electronic
communication, provided each letter or electronic communication	ion makes reference to the	solicitation and this amendm	ent, and is received prior	to the opening hour and date
specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropriati	•			
13. THIS ITEM API	PLIES ONLY TO MOI	DIFICATIONS OF CO		
		R NUMBER AS DESC		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS	SUANT TO: (Specify authori	ry) THE CHANGES SET FO	RIH IN HEM 14 ARE MA	DE IN THE CONTRACT ORDER
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED TO RE	FLECT THE ADMINISTRAT	IVE CHANGES (such as	changes in paying office
appropriation data, etc.) SET FORTH IN IT	'EM 14, PURSUANT TO TH	IE AUTHORITY OF FAR 43.		Shangas in paying smoot
B. THIS SUPPLEMENTAL AGREEMENT I FAR 52.241-7, Change in Rates or			Services	
D. OTHER (Specify type of modification and	authority)			
E. IMPORTANT: Contractor ☐ is not ☒ is re	equired to sign this do	cument and return 1 o	copies to the issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga				
14. DESCRIPTION OF AMERICAN MODIFICATION (Orga	inzed by Got Goodon near	amgs, moraamg sonenaac	n, cominact sabject matte	
Fort I	Knox, Kentucky – U	tility Privatization Co	ontract	
		r Utility System		
	See Additional Page	es for Further Details	S.	
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A	or 10A, as heretofore chan	ged, remains unchanged	and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE C		
STEPHEN M. HOGAN, GENERAL I	MANAGER	CARL SILVERS	STONE, CONT	RACTING OFFICER
15B. CONTRACTORION FEBOR	15C. DATE SIGNED	16B. UNITED STATES OF		16C. DATE SIGNED
111. /cen				May 20, 2021
USignature of person authorized to sign)	5-20-2021	(Signatu	re of Contracting Officer)	RECEIVED
Previous edition unusable			STANDAR	D 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 B.3, to provide funding to SubCLIN 0010AA for Contract Year 10's Monthly Utility Service Charge in the total amount of \$1,327,928.95 and funds SubCLIN 0063AC for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$507,255.25; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to revise ACRN BB;
 - 3) Revise Section I.5, Other Contract Clauses, to replace DFARS Clause 252.204-7012, Safeguarding Unclassified Controlled Technical Information (NOV 2013) and replace with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019); and
 - 4) Incorporate DFARS Clause 252.204-7020, NIST SP 800-171 DOD Assessment Requirements (Nov 2020), under Section I, Contract Clauses.
- 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 0010 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby revised as follows: FROM:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AA	Month 109 – 111 of 600 ACRN: BB February 01, 2021 – April 30, 2021	3	Мо	\$265,585.79	\$796,757.37
0010AB	Month 112 - 116 of 600 ACRN: TBD May 01, 2021 - September 30, 2021	5	Мо	\$265,585.79	\$1,327,928.95
0010AC	Month 117 – 120 ACRN: TBD October 01, 2021 – January 31, 2022	4	Мо	\$265,585.79	\$1,062,343.16

TO:

	Monthly Utility Service				
0010	Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AA	Month 109 – 116 of 600 ACRN: BB February 01, 2021 – September 30, 2021	8	Мо	\$265,585.79	\$2,124,686.32
0010AB	Month 117 - 120 of 600 ACRN: TBD October 01, 2021 - January 31, 2021	4	Мо	\$265,585.79	\$1,062,343.16
0010AC	Reserved				DECEIVER

SUBCLIN 0063AC is hereby revised as follows: FROM:

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0063	Muldraugh Water	Qty	Unit	Unit Price

	Treatment Plant Operations FY2021				
0063AC	ACRN: BB (\$304,353.15) Period of Performance: February 01, 2021 - April 30, 2021	3	MO	\$101,451.05	\$304,353.15

TO:

0063	Muldraugh Water Treatment Plant Operations FY2021	Qty	Unit	Unit Price	Total Price
0063AC	ACRN: BB (\$811,608.40) Period of Performance: February 01, 2021 - September 30, 2021	8	MO	\$101,451.05	\$811,608.40

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 BB is increased in the amount of \$1,835,184.20. Funds are provided under the Direct Cite MIPR Number MIPR 11601757, Basic and Amendment 1 as follows:

ACRN BB \$1,835,184.20 02120212021 202 \$.0070014.22.2 021001	0000 A60TE 131079QUTS 2540 0	011601757
MIPR11601757 dated January 28, 2021	Basic	\$1,101,110.52
	Amendment 1	\$1,835,184.20
	Total	\$2,936,294.72
Funding Breakdown		
P00058	On SubCLIN 0010AA	\$796,757.37
P00058	On SubCLIN 0063AC	\$304,353.15
P00059	On SubCLIN 0010AA	\$1,327,928.95
P00059	On SubCLIN 0063AC	\$507,255.25
Total Funding for ACRN BB		\$2,936,294.72

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

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

(a) Contract line items <u>0001 to 0063</u> are incrementally funded. For these items, the sum of \$60,608,998.49 of the total price is presently available for payment and allotted to this contract. The contract 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 border 2023 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 current beyond MISSION of KENTUCKY

> 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 otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yea<mark>t</mark>ly basis1<mark>//62/2023</mark> later than 30 days prior to the next Contract Year Period of Performance.

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(End of clause)

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)

(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 confidentiality, integrity, or availability of an information system. This confidentiality in Huces 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 integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto which covered defense integration memory chips, and printouts onto the covered defense integration memory chips.

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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, 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 compact.
 - (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 ERVICE Government for the Federal Risk and Authorization Management Program (Fed RAMP) Moderate ON

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 https://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 https://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 https://public.cyber.mil/eca/.
- (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 Contraction 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 OF KENTUCKY

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.
 - (I) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall—
 - (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
 - (2) Require subcontractors to—
 - (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph VICE (b)(2)(ii)(B) of this clause; and

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(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)

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that—

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

- (1) Consists of-
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that—

- (1) Consists of-
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.
- (b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covared Defense in crimation and Cyber Incident Reporting, of this contract.
- (c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in MSELSP SERVICE DoD Assessment Methodology

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at https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__implementation__of__NIST__SP__ 800-171.html. if necessary.

- (d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.
 - (1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.
 - (i) The email shall include the following information:
 - (A) Version of NIST SP 800-171 against which the assessment was conducted.
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract-
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.
 - (D) Date the assessment was completed.
 - (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).
 - (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
 - (ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

- (2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:
 - (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
 - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system (ce security plan.

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- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals.

- (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS Awardee.pdf).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS Awardee.pdf.
- (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

- (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).
- (2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described

in https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__implementation__of__NIST__S P__800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-17 pdp (sassing) (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPR8, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

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(End of clause)

- E. The total amount obligated is increased by \$1,835,184.20 from \$58,773,804.29 to \$60,608,998.49.
- F. The total value of the contract is increased by \$507,255.25; from \$246,875,367.27 to \$247,382,622.52.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

AMENDMENT OF SOLICITATION/I	MODIFICATION C	OF CONTRACT	1. CONTRACT ID CO	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASI	REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
P00060	See Block 16C			
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY (lf other than Item 6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEB/ PHONE: (571) 767-0488 E-Mail: randall.legions@				
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	treet city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLICITATION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811		,	9B. DATED (SEE	E <i>ITEM 11)</i> TION OF CONTRACT/ORDER NUMBER SP060011C8271
	CILITY CODE	AMENDMENTS OF \$		September 30, 2011
The above numbered solicitation is amended as set forth ir Offers must acknowledge receipt of this amendment prior to the (a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE IN REJECTION OF YOUR OFFER. If by virtue of this amendment communication, provided each letter or electronic communication specified.	e hour and date specified in copies of the amendment n which includes a reference SIGNATED FOR THE REC nent you desire to change ar ion makes reference to the s	the solicitation or as amende t; (b) By acknowledging receip e to the solicitation and amen EIPT OF OFFERS PRIOR To n offer already submitted, such	ed, by one of the followin ot of this amendment on dment numbers. FAILUF D THE HOUR AND DAT h change may be made	each copy of the offer RE OF YOUR E SPECIFIED MAY RESULT by letter or electronic
See Section G, Accounting and Appropriati	•			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT I	ORDER IS MODIFIED TO FITTEM 14, PURSUANT TO	REFLECT THE ADMINISTRATHE AUTHORITY OF FAR 4:	TH IN ITEM 14 ARE MA	DE IN THE CONTRACT ORDER
D. OTHER (Specify type of modification and 29 CFR §5.5(a) and 29 CFR §1.6(f)				
E. IMPORTANT: Contractor is not is re	equired to sign this do	cument and return 1 c	onies to the issuina	office
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	nized by UCF section head Knox, Kentucky – Ut Potable Watel		/contract subject matte	
Except as provided herein, all terms and conditions of the documents. 15A. NAME AND TITLE OF SIGNER (Type or print)	ument referenced in Item 9A	or 10A, as heretofore chang		
		CARL SILVERS	TONE, CONT	RACTING OFFICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	RECEUL VED
(Signature of person authorized to sign)		(Signature	of Contracting Officer)	1/12/2022
Previous edition unusable			STANDAR Prescribed by	D FORM 30 (REV. 11/2016) GSA PAR 44 C PAT BOY 2005

COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1. To revise Section C, Description/Specifications/Work Statement, to establish Section C.5.2.10 Applicability of Service Contract Labor Standards and Wage Rate Requirements as provided herein;
 - 2. To revise Section I, Contract Clauses, to establish Section I.6 Clauses Incorporated by Reference: Construction Wage Rates Requirements as provided herein; and
 - 3. To revise Section J, List of Attachments, to establish Attachment J44 Wage Determination
- B. Section C Description/Specifications/Work Statement As a result of the changes described in Paragraph A, Section C is revised to establish Section C.5.2.10 Applicability of Service Contract Labor Standards and Wage Rate Requirements as follows:

C.5.2.10 Applicability of Wage Rate Requirements

The Contractor shall comply with 40 U.S.C. Chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act), as amended and applicable, unless an exception exists.

C. Section I – Contract Clauses – As a result of the changes described in Paragraph A, Section I is revised to establish Section I.6 Clauses Incorporated by Reference: Construction Wage Rates Requirements, as follows:

I.6 Clauses Incorporated by Reference: Construction Wage Rates Requirements

The following FAR clauses are incorporated by reference and apply to Initial System Deficiency Corrections, subsequent System Deficiency Corrections, and new connections that involve construction, alteration, or repair (including painting or decorating).

Paragraph	Clause Title	IAW	Date
52.222-6	Construction Wage Rate Requirements	FAR 22.407(a)	Aug 2018
52.222-7	Withholding of Funds	FAR 22.407(a)	May 2014
52.222-8	Payrolls and Basic Records	FAR 22.407(a)	Aug 2018
52.222-9	Apprentices and Trainees	FAR 22.407(a)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	FAR 22.407(a)	Feb 1988
52.222-11	Subcontracts (Labor Standards)	FAR 22.407(a)	May 2014
		FAR 22.407(a)	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	FAR 22.407(a)	May 2014
52.222-14	Disputes Concerning Labor Standards	FAR 22.407(a)	Feb 1988
52.222-15	Certification of Eligibility	FAR 22.407(a)	May 2014

D. Section J – *List of Attachments* – As a result of the changes described in Paragraph A, Section J is to establish Attachment *J44 Wage Determination*

Attachments	Title	
JA1	Potable Water Utility System	
JA44	Wage Determination	RECEIVED
Exhibits	Title	1/12/2023
JE2	Service Interruption/Contingency and Catastrophic Loss Plan	PUBLIC SERVICE
JE3	Operations and Maintenance/Quality Management Plan	COMMISSION
JE4	Initial System Deficiency Corrections and Initial Renewals and Replacements P	OF KENTUCKY

Attachments	Title
JE5	Operational Transition Plan
JE6	Subcontracting Plan
JE7	Rate Schedule FKW – Water Service within Fort Knox, Kentucky
Reference Documents	Title
JR8	Easement / Bill of Sale

E. The following Department of Labor Davis Bacon Wage Determinations are established for this contract and are incorporated at Attachment J44, *Wage Determinations*:

Kentucky Heavy

General Decision Number: KY20210001, Modification 0 Published 1/20/2021

Hardin County, Kentucky Heavy

General Decision Number: KY20210070, Modification 2 Published 3/5/2021

Hardin County, Kentucky Building

General Decision Number: KY20210091, Modification 3 Published 3/5/2021

Larue and Meade County, Kentucky Heavy

General Decision Number: KY20210086, Modification 2 Published 3/5/2021

Larue and Meade County, Kentucky Building

General Decision Number: KY20210105, Modification 3 Published 3/5/2021

Bullitt County, Kentucky Heavy

General Decision Number: KY20210064, Modification 1 Published 3/5/2021

Bullitt County, Kentucky Building

General Decision Number: KY20210087, Modification 3 Published 3/5/2021

All wage determinations will be updated annually upon the anniversary of the contract start date.

- F. The total amount obligated remains the same at \$60,608,998.49.
- G. The total value of the contract remains the same at \$247,382,622.52.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



"General Decision Number: KY20210001 01/01/2021

Superseded General Decision Number: KY20200001

State: Kentucky

Construction Type: Heavy Dredging

Counties: Kentucky Statewide.

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections $% \left(1\right) =\left(1\right) \left(1\right$ under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

* SUKY1994-002 04/01/1994

Marsh Buggy Dragline

	Rates	Fringes
Derrick Operator	7.25	
Dozer Operator	7.25	
Dredge 16"" and Over Deckhand	7.25 7.25 7.25 7.25 7.25 7.25 7.25 7.25	
Welder Dredge Under 16""		
Deckhand	7.25 7.25 7.25	
Hydraulic Dredging First Cook	7.25 7.25	

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 Oiler......
 7.25

 Operator.....
 7.25

Self-Propelled Hopper Dredge

Drag Tender...... 9.70 3.45+a

FOOTNOTE:

a. Fourteen paid vacation days and eight paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day provided the employee has one year of service

.....

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

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calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- st a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

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Attachment 1
Page 4 of 32

DBA - Effective date 6/15/2021

SP0600-11-C-8271
P00060

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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1/12/2023

"General Decision Number: KY20210070 03/05/2021

Superseded General Decision Number: KY20200070

State: Kentucky

Construction Type: Heavy

County: Hardin County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/19/2021

2 03/05/2021

CARP0064-007 04/01/2020

CARPENTER (Form Work Only)	\$ 29.81	19.96
* ELEC0369-008 05/26/2020		
	Rates	Fringes
ELECTRICIAN	\$ 33.21	17.85
ENGI0181-024 07/01/2020		

Rates

Fringes

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 33.95	17.25
GROUP 2	\$ 31.09	17.25
GROUP 4	\$ 30.77	17.25

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump

GROUP 4 - Oiler; Pump

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

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IRON0070-001 06/01/2020

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING)	\$ 30.42	23.15
LAB00265-014 05/01/2015		
	Rates	Fringes
LABORER Concrete Saw (Hand		
Held/Walk Behind) Flagger	\$ 28.72	
LAB00576-002 07/01/2020		
	Rates	Fringes
LABORER Concrete Finishing Concrete Worker	\$ 24.64	14.24
* UAVG-KY-0005 01/01/2019		
	Rates	Fringes
OPERATOR: Forklift		
SUKY2011-026 06/25/2014		
	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 25.46	17.49
LABORER: Common or General	\$ 16.18	10.43
LABORER: Pipelayer	\$ 18.56	4.50

LABORER: Pipelayer.....\$ 18.56 4.50 Backhoe/Excavator/Trackhoe.....\$ 20.85 5.00 OPERATOR: Bulldozer.....\$ 25.35 16.74 OPERATOR: Loader.....\$ 26.50 13.00 OPERATOR: Mechanic.....\$ 25.81 13.00 OPERATOR: Roller.....\$ 23.39 13.00 OPERATOR: Trencher.....\$ 26.34 12.58 TRUCK DRIVER: Dump Truck......\$ 16.80 4.06

operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses RECEIVED

1/12/2023

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

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1/12/2023

a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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1/12/2023

"General Decision Number: KY20210091 03/05/2021

Superseded General Decision Number: KY20200091

State: Kentucky

Construction Type: Building

County: Hardin County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/12/2021
3	03/05/2021

BOIL0040-001 03/01/2018

	Rates	Fringes
BOILERMAKER		
* ELEC0369-015 05/26/2020		
	Rates	Fringes
ELECTRICIAN	.\$ 33.21	17.85
ENGI0181-054 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill)		17.25
ENGI0181-079 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader)	\$ 33.58	17.25
ENGI0181-081 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	\$ 33.58	17.25

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$.75 ABOVE THE WAGE RATE; 250 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE THE WAGE RATE. ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

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ENGI0181-082 07/01/2020		
ENGIOLO 602 677 617 2026	Rates	Fringes
POWER EQUIPMENT OPERATOR		-
(Forklift)		17.25
ENGI0181-093 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler)		17.25
IRON0044-017 06/01/2020		
	Rates	Fringes
IRONWORKER, ORNAMENTAL		21.20
IRON0070-014 06/01/2020		
	Rates	Fringes
IRONWORKER (Structural and Reinforcing)	¢ 20 42	23.15
		23.13
LAB00576-012 07/01/2020	Rates	Fringes
LABORER (Mason Tender -	Naces	11 Inges
Cement/Concrete)	\$ 20.72	11.40
LAB00576-018 07/01/2020		
	Rates	Fringes
LABORER (Power Tool Operator)	\$ 20.72	11.40
PLUM0502-006 08/01/2020		
	Rates	Fringes
PLUMBER	•	23.33
PLUM0502-019 08/01/2020		
	Rates	Fringes
PIPEFITTER	•	23.33
SFKY0669-001 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 36.63	22.07
SHEE0110-005 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes		
HVAC Duct Installation)	\$ 33.13 	23.07
* UAVG-KY-0019 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR		16.62
SUKY2015-030 06/02/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST	4 25 25	40.5
INSULATOR		12.67
BRICKLAYER	\$ 24.24	8.25
CARPENTER (Acoustical Ceiling		



1/12/2023

Attachment 1 Page 11 of 32	DBA - Effective date 6/15/2021	
<pre>Installation Only)\$</pre>	25.77 7.40	
CARPENTER (Drywall Hanging and Metal Stud Installation Only)\$	21.72 13.52	
CARPENTER (Floor Laying-Vinyl Only)\$	29.99 1.32	
CARPENTER (Form Work Only)\$	22.19 12.25	
CARPENTER, excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Formwork and Floor Laying - Vinyl\$	23.54 9.10	
CEMENT MASON/CONCRETE FINISHER\$	20.21 9.70	
LABORER: Common or General\$	18.86 5.22	
LABORER: Mason Tender - Brick\$	19.24 3.79	
LABORER: Pipelayer\$	20.36 9.90	
OPERATOR: Backhoe/Excavator/Trackhoe\$	24.35 13.00	
OPERATOR: Bulldozer\$	21.49 3.84	
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$	22.52 4.00	
OPERATOR: Roller\$	23.60 12.65	
PAINTER (Brush and Roller)\$	20.83 11.84	
PAINTER: Spray\$	22.81 11.87	
ROOFER\$	20.61 5.12	
TILE FINISHER\$	15.42 5.63	
TILE SETTER\$	22.64 6.10	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

TRUCK DRIVER: Dump Truck......\$ 23.60

8.03

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide $% \left(1\right) =\left(1\right) \left(1\right) \left$ employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage



SP0600-11-C-8271

P00060

1/12/2023

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)



1/12/2023

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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1/12/2023

"General Decision Number: KY20210086 03/05/2021

Superseded General Decision Number: KY20200086

State: Kentucky

Construction Type: Heavy

Counties: Larue and Meade Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

1 02/19/2021 2 03/05/2021

CARP0064-007 04/01/2020

	Rates	Fringes	
CARPENTER (Form Work Only)	\$ 29.81	19.96	
* FLECO3CO 000 0F /3C /3030			

* ELEC0369-008 05/26/2020

	Rates	Fringes
ELECTRICIAN	.\$ 33.21	17.85
ENCTO191 024 07/01/2020		

Eningos

ENGI0181-024 07/01/2020

Г	lates	FLITINGES
POWER EQUIPMENT OPERATOR		
GROUP 1\$	33.95	17.25
GROUP 2\$	31.09	17.25
GROUP 4\$	30.77	17.25

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump

GROUP 4 - Oiler; Pump

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

1/12/2023

PUBLIC SERVICE COMMISSION OF KENTUCKY

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IRON0070-001 06/01/2020

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING)	.\$ 30.42	23.15
LAB00265-014 05/01/2015		
	Rates	Fringes
LABORER Concrete Saw (Hand Held/Walk Behind) Flagger	.\$ 28.72	9.85 9.85
LAB00576-002 07/01/2020		
	Rates	Fringes
LABORER Concrete Finishing Concrete Worker		14.24 14.24
* UAVG-KY-0005 01/01/2019		
	Rates	Fringes
OPERATOR: Forklift	-	15.75
SUKY2011-042 06/25/2014		
	Rates	Fringes
IRONWORKER, STRUCTURAL	.\$ 25.46	17.49
LABORER: Common or General	.\$ 17.17	0.00
LABORER: Pipelayer	.\$ 18.56	4.50
OPERATOR: Backhoe/Excavator/Trackhoe	.\$ 20.85	5.00
OPERATOR: Bulldozer	.\$ 25.35	16.74
OPERATOR: Loader	.\$ 26.50	13.00
OPERATOR: Mechanic	.\$ 25.81	13.00
OPERATOR: Roller	.\$ 23.39	13.00
OPERATOR: Trencher	.\$ 26.34	12.58
TRUCK DRIVER: Dump Truck	.\$ 16.80	4.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

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1/12/2023

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

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1/12/2023

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

RECEIVED

1/12/2023

"General Decision Number: KY20210105 03/05/2021

Superseded General Decision Number: KY20200105

State: Kentucky

Construction Type: Building

Counties: Larue and Meade Counties in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/12/2021
3	03/05/2021

BOIL0040-001 03/01/2018

	Rates	Fringes
BOILERMAKER	.\$ 35.10	27.56
* ELEC0369-015 05/26/2020		
	Rates	Fringes
ELECTRICIAN		17.85
ENGI0181-054 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill)	.\$ 33.58	17.25
ENGI0181-079 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader)	.\$ 33.58	17.25
ENGI0181-081 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	.\$ 33.58	17.25

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$.75 ABOVE THE WAGE RATE; 250 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE THE WAGE RATE. ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.



1/12/2023

ENGI0181-082 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift)	.\$ 33.58	17.25
ENGI0181-093 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler)		17.25
IRON0044-017 06/01/2020		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	.\$ 30.47	21.20
IRON0070-014 06/01/2020		
	Rates	Fringes
IRONWORKER (Structural and Reinforcing)	\$ 30.42	23.15
LAB00576-020 07/01/2020		
	Rates	Fringes
LABORER (Mason Tender -		
Cement/Concrete, Power Tool Operator)	.\$ 20.72	11.40
PLUM0502-006 08/01/2020		
	Rates	Fringes
PLUMBER	.\$ 34.37	23.33
PLUM0502-019 08/01/2020		
	Rates	Fringes
PIPEFITTER	.\$ 34.37	23.33
SFKY0669-001 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers)	.\$ 36.63	22.07
SHEE0110-005 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)	.\$ 33.13	23.07
* UAVG-KY-0019 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 28.60	16.62
SUKY2015-044 06/02/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 26.83	12.67
BRICKLAYER	.\$ 24.24	8.25
CARPENTER (Acoustical Ceiling Installation Only)	.\$ 25.39	8.16
CARPENTER (Drywall Hanging and Metal Stud Installation Only)	.\$ 21.72	13.52



1/12/2023

CARPENTER (Floor Laying-Vinyl Only)\$ 29.99	1.32
CARPENTER (Form Work Only)\$ 22.19	12.25
CARPENTER, excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Formwork and Floor Laying -	
Vinyl\$ 23.45	9.20
CEMENT MASON/CONCRETE FINISHER\$ 20.21	9.70
LABORER: Common or General\$ 18.87	5.29
LABORER: Mason Tender - Brick\$ 19.24	3.79
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OPERATOR: Backhoe/Excavator/Trackhoe\$ 24.35	13.00
OPERATOR: Bulldozer\$ 21.49	3.84
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$ 22.52	4.00
OPERATOR: Roller\$ 23.60	12.65
PAINTER (Brush and Roller)\$ 20.83	11.84
PAINTER: Spray\$ 22.81	11.87
ROOFER\$ 20.61	5.12
TILE FINISHER 15.42	5.63
TILE SETTER\$ 22.64	6.10
TRUCK DRIVER: Dump Truck\$ 23.60	8.03
·	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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1/12/2023

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WAGE DETERMINATION APPEALS PROCESS

- Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
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1/12/2023

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

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Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

RECEIVED

1/12/2023

"General Decision Number: KY20210064 03/05/2021

Superseded General Decision Number: KY20200064

State: Kentucky

Construction Type: Heavy

County: Bullitt County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water

construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/01/2021 1 03/05/2021

CARP0064-007 04/01/2020

	Rates	Fringes
CARPENTER (Form Work Only)	.\$ 29.81	19.96
ELEC0245-005 08/28/2017		

Rates Fringes

LINE CONSTRUCTION

Truck Driver......\$ 16.93 25.2%+5.50+A

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

* ELEC0369-011 09/07/2020

	Rates	Fringes
ELECTRICIANLINE CONSTRUCTION	.\$ 33.21	17.85
Equipment OperatorGroundman		7.99+17% 7.61+17%

ENGI0181-024 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 33.95	17.25
GROUP 2	\$ 31.09	17.25
GROUP 4	\$ 30.77	17.25

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete



1/12/2023

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump

GROUP 4 - Oiler; Pump

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

IRON0070-001 06/01/2020			
	Rates	Fringes	
IRONWORKER (ORNAMENTAL AND REINFORCING)	\$ 30.42	23.15	
LAB00189-018 07/01/2020			
	Rates	Fringes	

LABORER	
Chipping Guns, Form-	
Stripping & Vibrating Plate.\$ 23.51	15.62
Grade Checker & Signal Man\$ 23.26	15.62
LARO0265_014_05/01/2015	

Rates

Fringes

LAB00265-014 05/01/2015

	_	
LABORER		
Concrete Saw (Hand		
Held/Walk Behind)\$ 28.89	9.85	
Flagger\$ 28.72	9.85	
LAB00576-001 07/01/2020		

	Rates	Fringes
LABORER Tunnels Consents		
Blaster, Tunnel; Concrete Finishing & Powderman	. \$ 25.54	14.24
Carpenter Tender &		22.
Concrete Worker	\$ 24.64	14.24

* UAVG-KY-0004 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION: Lineman	.\$ 38.07	14.30
* UAVG-KY-0005 01/01/2019		

		Rates	Fringes
OPERATOR:	Forklift	\$ 31.43	15.75
SUKY2011	-020 06/25/2014		

SUKY2012	L-020 06/25/2014		
		Rates	Fringes
IRONWORKER	R, STRUCTURAL	\$ 25.46	17.49
LABORER:	Backfiller	\$ 20.21	10.19
LABORER:	Common or General	\$ 20.36	10.62
LABORER:	Pipelayer	\$ 24.85	8.72
OPERATOR: Backhoe/Ex	kcavator/Trackhoe	\$ 27.48	13.00
OPERATOR:	Bulldozer	\$ 24.73	15.19
OPERATOR:	Loader	\$ 26.50	13.00

1/12/2023

Attachment 1 SP0600-11-C-8271
Page 25 of 32 DBA - Effective date 6/15/2021 P00060

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

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1/12/2023

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



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Attachment 1 Page 27 of 32

END OF GENERAL DECISION"

DBA - Effective date 6/15/2021

SP0600-11-C-8271 P00060

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"General Decision Number: KY20210087 03/05/2021

Superseded General Decision Number: KY20200087

State: Kentucky

Construction Type: Building

County: Bullitt County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/19/2021
3	03/05/2021

BOIL0040-001 03/01/2018

PAID HOLIDAYS:

	Rates	Fringes
BOILERMAKER	\$ 35.10	27.56
CARP0175-001 12/01/2020		
	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation, Form Work, and Floor Laying - Carpet and	4 04 75	
Vinyl)	\$ 26.75	19.61
CARP1076-001 06/01/2018		
	Rates	Fringes
MILLWRIGHT	-	19.97
* ELEC0369-012 05/26/2020		
	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	\$ 33.21	17.85
ELEV0020-001 01/01/2021		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 48.09	35.825



1/12/2023

a. New Year's	Day, Memorial Day, Independence Day,	Labor Day,
Vetern's Day,	Thanksgiving Day, the Friday after	
Thanksgiving,	and Christmas Day.	

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0181-054 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill)	.\$ 33.58	17.25
ENGI0181-079 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader)		17.25
ENGI0181-081 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	.\$ 33.58	17.25
CRANES WITH BOOM 150 FEET & OV RECEIVE \$.75 ABOVE THE WAGE RA INCLUDING JIB, SHALL RECEIVE \$ ALL CRANES WITH PILING LEADS W WAGE, REGARDLESS OF BOOM LENGT	TE; 250 FEET AND 1.50 ABOVE THE W ILL RECEIVE \$.50	O OVER, NAGE RATE.
ENGI0181-082 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift)	.\$ 33.58	17.25
ENGI0181-093 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler)		
IRON0044-017 06/01/2020		
	Rates	Fringes
IRONWORKER, ORNAMENTAL		
IRON0070-014 06/01/2020		
	Rates	Fringes
IRONWORKER (Structural and Reinforcing)		23.15
LAB00576-016 07/01/2020		
	Rates	Fringes
LABORER (Backfiller, Carpenter Tender, Demolition, Common or General)	.\$ 20.52	11.40
LAB00576-017 07/01/2020		
	Rates	Fringes
LABORER (Grouting, Mason Tender - Cement/Concrete.		

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PLUM0502-006 08/01/2020

Tender - Cement/Concrete, Power Tool Operator, Tamper -

Rates Fringes

Hand Held, Vibrating Plate).....\$ 20.72

PLUMBER	.\$ 34.37	23.33
PLUM0502-011 08/01/2020		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation)		23.33
ROOF0147-001 07/01/2020		
	Rates	Fringes
ROOFER	\$ 25.00	10.79
SFKY0669-001 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 36.63	22.07
SHEE0110-005 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)		23.07
* UAVG-KY-0015 01/01/2020		
	Rates	Fringes
LABORER: Airtool Operator	\$ 24.64	14.24
* UAVG-KY-0019 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	•	16.62
SUKY2015-026 06/02/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 26.83	12.67
BRICKLAYER	\$ 24.22	8.15
CEMENT MASON/CONCRETE FINISHER	\$ 20.21	9.70
LABORER: Concrete Saw (Hand Held/Walk Behind)	\$ 19.93	5.97
LABORER: Mason Tender - Brick	.\$ 18.51	1.13
LABORER: Pipelayer	\$ 20.36	9.90
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 22.27	3.72
OPERATOR: Bulldozer	\$ 21.49	3.84
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 22.52	4.00
OPERATOR: Roller	\$ 23.60	12.65
PAINTER (Brush and Roller)	\$ 21.28	11.94
PAINTER: Spray	.\$ 22.81	11.87
TILE FINISHER	.\$ 15.42	5.63
TILE SETTER	\$ 22.64	6.10
TRUCK DRIVER: Dump Truck		

 $\ensuremath{\mathsf{WELDERS}}$ - Receive rate prescribed for craft performing operation to which welding is incidental.



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Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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1/12/2023

AMENDMENT OF SOLICITATION	I/MODIFICATION C	OF CONTRACT	1. CONTRACT ID CO	DE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER P00061	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHAS	REQUISITION/PURCHASE REQUISITION NUMBER 5. PROJECT		NUMBER	R (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEE PHONE: (571) 767-0488 E-Mail: randall.legions	SP0600	7. ADMINISTERED BY ('If other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	, street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION N	IUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811			9B. DATED (SE	SP06001	1C8271	
	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF S		September	30, 201	1
Offers must acknowledge receipt of this amendment prior to (a) By completing items 8 and 15, and returning	copies of the amendment tion which includes a reference DESIGNATED FOR THE REC dment you desire to change ar cation makes reference to the s	t; (b) By acknowledging recei e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, suc solicitation and this amendme	ipt of this amendment on ndment numbers. FAILUF 'O THE HOUR AND DAT ch change may be made ent, and is received prior	each copy of t RE OF YOUR TE SPECIFIED by letter or ele to the opening	MAY RES	
	PPLIES ONLY TO MODING TO THE CONTRACT/ORDER					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	RSUANT TO: (Specify authorit	y) THE CHANGES SET FOR	RTH IN ITEM 14 ARE MA	DE IN THE C	ONTRACT	ORDER
B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH IN				changes in pa	ying office,	
B. THIS SUPPLEMENTAL AGREEMEN FAR 52.241-7, Change in Rates of			Services			
D. OTHER (Specify type of modification and		T Service for Regulated S	lei vices			
				- 66:		
E. IMPORTANT: Contractor ☐ is not ☒ is 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	required to sign this do		<u> </u>		ible.)	
Except as provided herein, all terms and conditions of the do	t Knox, Kentucky – Ut Potable Water See Additional Page ocument referenced in Item 9A	tility Privatization Co r Utility System es for Further Details	ontract S. ged, remains unchanged F CONTRACTING OFFI	and in full forc	ee and effec	
STEPHEN M. HOGAN, GENERAL	15C. DATE SIGNED	16B. UNITED STATES OF	<u> </u>			ATE SIGNED
San Ill Non	11-4-2021		Digitally signed by SILVERSTONE.CARL:1377023044 Date: 2021.11.08 14:32-39 -05'00'	1		ember 8, 2021
(Signature of person authorized to sign)	1-04	(Signatur	re of Contracting Officer)	RE	THOVE	
Previous edition unusable			STANDAF Prescribed by			V. 11/2016) 2023

Modification P00061 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0010AB for Contract Year 10's Monthly Utility Service Charge in the total amount of \$531,171.58 and funds SubCLIN 0064AA for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$202,902.10; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BC;
- 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 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby revised as follows: FROM:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AB	Month 117 - 120 of 600 ACRN: TBD October 01, 2021 - January 31, 2021	4	Мо	\$265,585.79	\$1,062,343.16
0010AC	Reserved				

TO:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AB	Month 117 – 118 of 600 ACRN: BC October 01, 2021 - November 30, 2021	2	Мо	\$265,585.79	\$531,171.58
0010AC	Month 119 – 120 of 600 ACRN: TBD December 01, 2021 - January 31, 2022	2	Мо	\$265,585.79	\$531,171.58

CLIN 0064 is hereby established as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AA	ACRN: BC Period of Performance:	2	МО	\$101,451.05	\$202,902.10
	October 01, 2021 - November 30, 2021				DECEIVED

1/12/2023

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 BC is established in the amount of \$734,073.68. Funds are provided under the Direct Cite MIPR Number MIPR 11711602, Basic as follows:

ACRN BC \$734,073.68 02120222022 20200 S.0070014.22.2 021001	000 A60TE 131079QUTS 2540 0011	711602
MIPR11711602 dated October 20, 2021	Basic	\$734,073.68
	Total	\$734,073.68
Funding Breakdown		
P00061	On SubCLIN 0010AB	\$531,171.58
P00061	On SubCLIN 0064AA	\$202,902.10
Total Funding for ACRN BC		\$734,073.68

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$61,343,062.17 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 (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any. needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) 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 tern in at Law L items for which additional funds have not been allotted, pursuant to the clause of this contract entitled 1/12/2023 "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in SERVICE COMMISSION
 OF KENTUCKY

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. Modification P00059 cited an incorrect total amount obligated of \$60,608,998.49. The total amount obligated is hereby corrected to \$60,608,988.49. With the correction the total amount obligated in P00059 is increased by \$1,835,184.20 from \$58,773,804.29 to \$60,608,988.49
- F. The total amount obligated is increased by \$734,073.68 from \$60,608,988.49 to \$61,343,062.17.
- G. The total value of the contract is increased by \$202,902.10 from \$247,382,622.52 to \$247,585,524.62.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

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1/12/2023

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID C	PAGE OF PAGES		
The second secon		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHA	SE REQUISITION NUMBER	5. PROJEC	CT NUMBER (If applicable)
S. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, ST FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA PHONE: (571) 767-0488 E-Mail:	ΓΡ 10400 A Energy-FEE		7. ADMINISTERED BY	(If other than Item 6)	CODE	
August 2009 Stephen Hogan, General Manag	•	street city, county, State,	and ZIP Code)	9B. DATED (SE	E ITEM 11)	CITATION NUMBER
UNS # 130402811				10B. DATED (S	,	er 30, 2011
CODE: 316V9		ACILITY CODE MONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS		
submitted; or (c) By separate letter or electron ACKNOWLEDGMENT TO BE RECEIVED AT N REJECTION OF YOUR OFFER. If by virtus communication, provided each letter or electropecified. 12. ACCOUNTING AND APPROPRIATION See Section G, Accounting and 13. Ti	TTHE PLACE Date of this amend tronic communical DATA (If required Appropriate)	DESIGNATED FOR THE REC Iment you desire to change a ation makes reference to the red)	CEIPT OF OFFERS PRIOR on offer already submitted, submitted, submitted, submitted, submitted, submitted and this amendments.	TO THE HOUR AND DAT uch change may be made nent, and is received prior	TE SPECIFIED by letter or elector to the opening	D MAY RESULT lectronic
		E CONTRACT/ORDER				
A. THIS CHANGE ORDER NUMBER IN ITEM 10A	IS ISSUED PUR	SUANT TO: (Specify authori	ity) THE CHANGES SET FO	RTH IN ITEM 14 ARE MA	ADE IN THE (CONTRACT ORDER
		ORDER IS MODIFIED TO RE ITEM 14, PURSUANT TO TH		1	changes in p	aying office,
FAR 52.241-7, Cha	nge in Rates o	IS ENTERED INTO PURSU. Terms and Conditions o		Services		
D. OTHER (Specify type of	modification and	d authority)				
. IMPORTANT: Contractor	is not 🗵 is	required to sign this do	ocument and return 1	copies to the issuing	g office.	
4. DESCRIPTION OF AMENDMENT/MODI	FICATION (Org	anized by UCF section head	dings, including solicitatio	n/contract subject matte	er where feas	sible.)
	Fort	Knox, Kentucky – U Potable Wate See Additional Page	r Utility System			
xcept as provided herein, all terms and con	ditions of the do	cument referenced in Item 9A	A or 10A, as heretofore chan	ged, remains unchanged	and in full for	ce and effect.
5A. NAME AND TITLE OF SIGNER (Type		MANAGER	16A. NAME AND TITLE C			
SB. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF	F AMERICA Digitally signed by		16C. DATE SIGNED
(Signature of person authorized	to sign)	12-1-2021		Date: 2021.12.2214:37:26-0500' re of Contracting Officer)	RF	December 22, 2021
Previous edition unusable				STANDAF Prescribed by	RD FORM y GSA FAR	1 30 (REV. 11/2016) (4 <mark>8 / 2/2023</mark>
						UDI 10 0ED\ //0E

- A. The purpose of this modification is to:
 - Update Section B, Schedule B.3, to provide funding to SubCLIN 0010AC for Contract Year 10's Monthly Utility Service Charge in the total amount of \$265,585.79 and funds SubCLIN 0064AB for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$101,451.05; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BD; and
 - 3) To incorporate FAR clause 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016), in full text under I.5, Other Clauses
- 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 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby revised as follows: FROM:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AC	Month 119 – 120 of 600 ACRN: TBD December 01, 2021 - January 31, 2022	2	Мо	\$265,585.79	\$531,171.58

TO:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AC	Month 119 of 600 ACRN: BD December 01, 2021 – December 31, 2021	1	Мо	\$265,585.79	\$265,585.79
0010AD	Month 120 of 600 ACRN: TBD January 01, 2022 – January 31, 2022	1	Мо	\$265,585.79	\$265,585.79

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AA	ACRN: BC Period of Performance: October 01, 2021 – November 30, 2021	2	Мо	\$101,451.05	\$202,902.10
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1/12/2023

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AA	ACRN: BC Period of Performance: October 01, 2021 – November 30, 2021	2	Мо	\$101,451.05	\$202,902.10
0064AB	ACRN: BD Period of Performance: December 01, 2021 – December 31, 2021	1	Мо	\$101,451.05	\$101,451.05
0064AC	ACRN: TBD Period of Performance: January 01, 2022 – January 31, 2022	1	Мо	\$101,451.05	\$101,451.05
0064AD	ACRN: TBD Period of Performance: February 01, 2022 – September 30, 2022	8	Мо	\$101,451.05	\$811,608.40

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 BD is established in the amount of \$367,036.84. Funds are provided under the Direct Cite MIPR Number MIPR 11716514, Basic as follows:

ACRN BD \$367,036.84 02120222022 20200 S.0070014.22.2 021001	000 A60TE 131079QUTS 2540 0011	716514
MIPR11716514 dated November 24, 2021	Basic	\$367,036.84
	Total	\$367,036.84
Funding Breakdown		
P00062	On SubCLIN 0010AC	\$265,585.79
P00062	On SubCLIN 0064AB	\$101,451.05
Total Funding for ACRN BD		\$367,036.84

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 0064 are incrementally funded. For these items, the sum of \$61,710,099.01 of the total price is presently available for payment and allotted to this contract. On the contract of the contract
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the paragraph (a) of this clause, the Contractor agrees to perform up to the paragraph (a) of this clause, the Contractor agrees to perform up to the paragraph (a) of this clause, the Contractor is not authorized to continue work on the contractor is not authorized to continue work on those items beyon the contractor is not authorized to continue work on those items beyon the contractor is not authorized to continue work on those items beyon the contractor is not authorized to continue work on those items beyon the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on the contractor is not authorized to continue work on those items beyond the contractor is not authorized to continue work on the contractor is not authorized to continue work on the contractor is not authorized to continue work on the contractor is not authorized to continue work on the contractor is not authorized to contractor is not authorized to contractor.

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 yea<mark>r</mark>ly basis // p2/2023 later than 30 days prior to the next Contract Year Period of Performance.

PUBLIC SERVICE COMMISSION OF KENTUCKY

(End of clause)

E. Section I – Contract Clauses

I.5. Other Clauses

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

- (b) Safeguarding requirements and procedures.
- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and coefficient and physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain audit logs of physical access; and coefficient activity; maintain activity; maint manage physical access devices.

COMMISSION OF KENTUCKY

- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

- F. The total amount obligated is increased by \$367,036.84 from \$61,343,062.17 to \$61,710,099.01.
- G. The total value of the contract is increased by \$101,451.05 from \$247,585,524.62 to \$247,686,975.67.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

1/12/2023

AMENDMENT OF SOLICITATION	1. CC	ONTRACT ID CO	DE	PAGE	OF PAGES		
2. AMENDMENT/MODIFICATION NUMBER P00063	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHAS	E REQUI	ISITION NUMBER	5. PROJEC	1 T NUMBER	5 R (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEE PHONE: (571) 767-0488 E-Mail: randall.legions		7. ADMINISTERED BY ((If other	than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO.	, street city, county, State,	and ZIP Code)		9A. AMENDMEN	NT OF SOLIC	A NOITATION	UMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811				9B. DATED (SEE 10A. MODIFICAT 10B. DATED (SE	E <i>ITEM 11)</i> TION OF COI SP06001	NTRACT/O	
CODE: 316V9	FACILITY CODE EM ONLY APPLIES TO	************			Septembe	r 30, 201	1
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communic specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required see Section G, Accounting and Appropriation DATA).	ndment you desire to change ar cation makes reference to the s uired) ation Data	n offer already submitted, suc solicitation and this amendme	ch chang ent, and	ge may be made to the second of the second o	by letter or ele	ectronic	
	PPLIES ONLY TO MOD HE CONTRACT/ORDER						
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUI NUMBER IN ITEM 10A.	RSUANT TO: (Specify authorit	ty) THE CHANGES SET FOR	RTH IN I	TEM 14 ARE MA	DE IN THE C	ONTRACT	ORDER
B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH IN				ANGES (such as o	changes in pa	aying office,	
B. THIS SUPPLEMENTAL AGREEMEN FAR 52.241-7, Change in Rates (or Terms and Conditions o		Services	3			
D. OTHER (Specify type of modification and	nd authority)						
E. IMPORTANT: Contractor \square is not \boxtimes is	required to sign this do	cument and return <u>1</u> c	copies	to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	t Knox, Kentucky – Ut	tility Privatization Co r Utility System	ontract	·	r where feas.	ible.)	
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9A						it.
15A. NAME AND TITLE OF SIGNER (Type or print) STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS					FICER
(Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.1377023044 (Signature	Digitally signe SILVERSTONE. Date: 2022.01.		RE	Janua 1/12/2	ry 10, 2022
	- / /			CTANDAD	r corbi	IBNO-8	ER\46E46

STANDARD FORWED (REF.M/2516)
Prescribed by GSA FARC (MAN) SS (MN
OF KENTUCKY

- A. The purpose of this modification is to:
 - Update Section B, Schedule B.3, to provide funding to SubCLIN 0010AC for Contract Year 10's Monthly Utility Service Charge in the total amount of \$265,585.79 and funds SubCLIN 0064AB for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$101,451.05; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to revise ACRN BD.
- 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 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby revised as follows: FROM:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AC	Month 119 of 600 ACRN: BD December 01, 2021 – December 31, 2021	1	Мо	\$265,585.79	\$265,585.79
0010AD	Month 120 of 600 ACRN: TBD January 01, 2022 – January 31, 2022	1	Мо	\$265,585.79	\$265,585.79

TO:

0010	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0010AC	Months 119 - 120 of 600 ACRN: BD December 01, 2021 - January 31, 2022	2	Мо	\$265,585.79	\$531,171.58
0010AD	Reserved				

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1/12/2023

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AB	ACRN: BD Period of Performance: December 01, 2021 – December 31, 2021	1	Мо	\$101,451.05	\$101,451.05
0064AC	ACRN: TBD Period of Performance: January 01, 2022 – January 31, 2022	1	Мо	\$101,451.05	\$101,451.05
0064AD	ACRN: TBD Period of Performance: February 01, 2022 – September 30, 2022	8	Мо	\$101,451.05	\$811,608.40

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AB	ACRN: BD Period of Performance: December 01, 2021 – January 31, 2022	2	Мо	\$101,451.05	\$202,902.10
0064AC	ACRN: TBD Period of Performance: February 01, 2022 – September 30, 2022	8	Мо	\$103,229.18	\$825,833.44
0064AD	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 BD is increased in the amount of \$367,036.84. Funds are provided under the Direct Cite MIPR Number MIPR 11716514, Basic and Amendment 1 as follows:



1/12/2023

S.0070014.22.2 021001 MIPR11716514 dated December 23,	Basic	\$367,036.84	
2021	Basic	Ψοσι, 1000,04	
	Amendment 1	\$367,036.84	
	Total	\$734,073.68	
Funding Breakdown			
P00062	On SubCLIN 0010AC	\$265,585.79	
P00062	On SubCLIN 0064AB	\$101,451.05	
P00063	On SubCLIN 0010AC	\$265,585.79	
P00063	On SubCLIN 0064AB	\$101,451.05	
Total Funding for ACRN BD		\$734,073.68	

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 <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$62,077,135.85 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 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 the provisions of paragraphs (b) through (d) of this clause will apply the contract will be provided 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 \$367,036.84 from \$61,710,099.01 to \$62,077,135.85 RECEIVED
- F. The total value of the contract is increased by \$101,451.05 from \$247,686,975.67 to \$247,788,426.72.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

1/12/2023

AMENDMENT OF SOLICITATION	OF CONTRACT	1. CONTRACT ID CODE PAGE OF PAG					
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE		E DECLINATION WINDER	5. PROJECT NUMBER (If applicable)			
P00064	See Block 16C	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT NUMBER (IT 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: Randall Legions, DLA Energy-FEE PHONE: (571) 767-0488 E-Mail: randall.legions	BA						
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county. State.	and ZIP Code)	9A AMENDMEN	NT OF SOLICITATION NUMBER			
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811	o, o, c,		9B. DATED (SEE	FINEM 11) FION OF CONTRACT/ORDER NUMBER SP060011C8271			
				September 30, 2011			
	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF		30ptomber 00, 2011			
submitted; or (c) By separate letter or electronic communicat ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communication. specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)	copies of the amendment ion which includes a reference DESIGNATED FOR THE RECURENT IN THE RECURE TH	; (b) By acknowledging receip e to the solicitation and amen EIPT OF OFFERS PRIOR To offer already submitted, suc	ot of this amendment on idment numbers. FAILUR O THE HOUR AND DATI In change may be made I	each copy of theoffer RE OF YOUR E SPECIFIED MAY RESULT by letter or electronic			
See Section G, Accounting and Appropria	tion Data PPLIES ONLY TO MOD	DIFICATIONS OF COL	NTRACTS/ORDER	<u> </u>			
	E CONTRACT/ORDER						
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUF NUMBER IN ITEM 10A.	SUANT TO: (Specify authorit	y) THE CHANGES SET FOR	RTH IN ITEM 14 ARE MA	DE IN THE CONTRACT ORDER			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
FAR 52.241-7, Change in Rates or Ter solicitations and contracts							
D. OTHER (Specify type of modification an	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor ☐ is not ☒ is	required to sign this do	cument and return 1 c	opies to the issuing	office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	lings, including solicitation	/contract subject matte	r where feasible.)			
Fort	Knox, Kentucky – Ut Potable Water See Additional Page	Utility System					
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A						
STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS		RACTING OFFICER			
11 MA 11				IDECEIVED			
(Signature of person authorized to sign)	15C. DATE SIGNED 2-10-622	16B. UNITED STATES OF (Signature	AMERICA of Contracting Officer)	1/February 11, 2022			
				PUBLIC SERVICE			

STANDARD FORM 30 (REV) 14(2016)
Prescribed by GSA FAR 48 CENTS 243

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AA for Contract Year 11's Monthly Utility Service Charge in the total amount of \$270,240.71 and funds SubCLIN 0064AC for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$103,229.18;
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BE; and
 - 3) To establish G.7 under Section G, Contract Administration Data, to incorporate DFARS clause 252.232-7006 Wide Area WorkFlow Payment Instructions (Dec 2018), in full text.
- 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 0011AA and SubCLIN 0064AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby established as follows:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AA	Month 121 of 600 ACRN: BE February 01, 2022 – February 28, 2022	1	Мо	\$270,240.71	\$270,240.71
0011AB	Months 122 – 128 of 600 ACRN: TBD March 01, 2022 – September 30, 2022	7	Мо	\$270,240.71	\$1,891,684.97
0011AC	Months 129 – 132 of 600 ACRN: TBD October 01, 2022 – January 31, 2023	4	Мо	\$270,240.71	\$1,080,962.84

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AC	ACRN: TBD Period of Performance: February 01, 2022 – September 30, 2022	8	Мо	\$103,229.18	\$825,833.44
0064AD	Reserved				

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1/12/2023

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AC	ACRN: BE Period of Performance: February 01, 2022 – February 28, 2022	1	Мо	\$103,229.18	\$103,229.18
0064AD	ACRN: TBD Period of Performance: March 01, 2022 – September 30, 2022	7	Мо	\$103,229.18	\$722,604.26

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 BE is hereby established in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11728662, Basic as follows:

ACRN BE \$373,469.89 02120222022 2020000 A60TE 131079QUTS 2540 0011728662 S.0070014.22.2 021001						
MIPR11728662 dated January 12, 2022	Basic	\$373,469.89				
	Total	\$373,469.89				
Funding Breakdown	Ť					
P00064	On SubCLIN 0011AA	\$270,240.71				
P00064	On SubCLIN 0064AC	\$103,229.18				
Total Funding for ACRN BE		\$373,469.89				

D. G.7 DFARS 252.232-7006: WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

Requests and Receiving Reports.

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252-232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

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COMMISSION OF KENTUCKY

- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
 - (1) Document type. The Contractor shall submit payment requests using the following document type(s):
 - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items—
 - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
 - (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	SP0600
Admin DoDAAC	SP0600
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W22PES
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F
- (g) WAWF point of contact.
 - (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

The Contracting Officer and Contract Specialist(s)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$62,450,605.74 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 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 allotted to the contract for those items regardless of anything to the contract in the clause or convenience or 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 COMMISSION Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when KENTUCKY 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 \$373,469.89 from \$62,077,135.85 to \$62,070
- G. The total value of the contract is increased by \$103,229.18 from \$247,788,426.72 to \$247,891
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

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5247,891,655,90. 1/1<mark>2/2023</mark>

AMENDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE 4	OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASI	E REQUISITION NUMBER	5. PROJEC	T NUMBER	(If applicable)	
P00065	See Block 16C						
6. ISSUED BY CODE SP0600 DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE: (571) 767-0488 E-Mail: randall.legions@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)	9A. AMENDME	NT OF SOLIC	ITATION N	UMBER	
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 2211 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3			9B. DATED (SE	TION OF CON		RDER NUMBEI	
CODE: 316V9 FA	CILITY CODE			September	30, 2011	I	
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF \$	OLICITATIONS				
(a) By completing items 8 and 15, and returningsubmitted; or (c) By separate letter or electronic communicating ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DIN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communications specified.	on which includes a referenc ESIGNATED FOR THE REC ment you desire to change at	CEIPT OF OFFERS PRIOR TO n offer already submitted, suc	dment numbers, FAILUF O THE HOUR AND DAT h change may be made	RE OF YOUR E SPECIFIED by letter or ele	MAY RESU		
12. ACCOUNTING AND APPROPRIATION DATA (If require	•						
See Section G, Accounting and Appropriat		DIFICATIONS OF CO	NTRACTS/ORDER	lS.			
		R NUMBER AS DESCR					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/O						ORDER	
appropriation data, etc.) SET FORTH IN I	TEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.1	03(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.241-7, Change in Rates or Teri			9S				
D. OTHER (Specify type of modification and	d authority)						
E. IMPORTANT: Contractor ☐ is not ☒ is i	required to sign this do	cument and return 1 c	opies to the issuing	office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	/contract subject matte	er where feasi	ble.)		
	Potable Wate	tility Privatization Co r Utility System es for Further Details					
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	A or 10A, as heretofore chang	ed, remains unchanged	and in full forc	e and effec	t.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF					
STEPHEN M. HOGAN, GENERAL	MANAGER	CARL SILVERS	TONE, CONT	RACTIN	G OFF	ICER	
15B. CONTRACTORIOFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. D/	ATE SIGNED	
(Signature of person authorized to sign)	3-16-322	(Signature of Contracting Officer)					
Previous edition unusable			STANDAR Prescribed by			/. 11/2016) 9 <mark>2</mark> 43	
				PU	JBLIC SI	ERVICE	

COMMISSION OF KENTUCKY Modification P00065 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - 1) To revise the Standard Form 26 in the contract award document to include the System for Award Management (SAM) Unique Entity ID (UEI); and
 - 2) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AA for Contract Year 11's Monthly Utility Service Charge in the total amount of \$270,240.71 and funds SubCLIN 0064AC for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$103,229.18; and
 - 3) Update Section G. G.5. Accounting and Appropriation Data, to revise ACRN BE
- B. Standard Form 26, Award/Contract, Block 7, is updated to include the SAM UEI (changes included in red, bold text):

FROM:

Hardin County Water District No. 1 1400 ROGERSVILLE ROAD RADCLIFF, KY 40160-9343 Phone: (270) 351-3222 ext. 2211

POC: STEPHEN HOGAN

DUNS: 130402811 CAGE: 316V9

TO:

Hardin County Water District No. 1 1400 ROGERSVILLE ROAD RADCLIFF, KY 40160-9343 Phone: (270) 351-3222 ext. 2211

POC: STEPHEN HOGAN

DUNS: 130402811 SAM: LE2BL71N8LQ3

CAGE: 316V9

Email: shogan@HCWD.com

Email: shogan@HCWD.com

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 SubCLIN 0011AA and SubCLIN 0064AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AA	Month 121 of 600 ACRN: BE February 01, 2022 – February 28, 2022	1	Мо	\$270,240.71	\$270,240.71
0011AB	Months 122 – 128 of 600	7	Мо	\$270,240.71	\$1,891,684.97
	ACRN: TBD March 01, 2022 – September 30, 2022	_			RECEIVED

1/12/2023

TO:

	Monthly Utility Service				
0011	Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AA	Months 121 - 122 of 600 ACRN: BE	2	Мо	\$270,240.71	\$540,481.42
	February 01, 2022 –				
	March 31, 2022				
0011AB	Months 123 – 128 of 600	6	Мо	\$270,240.71	\$1,621,444.26
	ACRN: TBD				
	April 01, 2022 –				
	September 30, 2022				

CLIN 0064 is hereby revised as follows: FROM:

	Muldraugh Water Treatment Plant				
0064	Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AC	ACRN: BE	1	Мо	\$103,229.18	\$103,229.18
	Period of Performance:				
	February 01, 2022 –				
	February 28, 2022				
0064AD	ACRN: TBD	7	Мо	\$103,229.18	\$722,604.26
	Period of Performance:				
	March 01, 2022 –				
	September 30, 2022		_		

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AC	ACRN: BE Period of Performance: February 01, 2022 – March 31, 2022	2	Мо	\$103,229.18	\$206,458.36
0064AD	ACRN: TBD Period of Performance: April 01, 2022 – September 30, 2022	6	Мо	\$103,229.18	\$619,375.08



1/12/2023

COMMISSION OF KENTUCKY

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 BE is hereby established in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11728662, Basic as follows:

ACRN BE \$373,469.89 02120222022 20200 S.0070014.22.2 021001	000 A001E 131079QU15 2540	J 0011728062
MIPR11728662 dated February 24, 2022	Basic	\$373,469.89
	Amend 1	\$373,469.89
	Total	\$746,939.78
Funding Breakdown		
P00064	On SubCLIN 0011AA	\$270,240.71
P00064	On SubCLIN 0064AC	\$103,229.18
P00065	On SubCLIN 0011AA	\$270,240.71
P00065	On SubCLIN 0064AC	\$103,229.18
Total Funding for ACRN BE		\$746,939.78

E. 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 <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$62,824,075.63 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 the 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 2/2023 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 SERVICE

"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 \$373,469.89 from \$62,450,605.74 to \$62,824,075.63.
- G. The total value of the contract is increased by \$103,229.18 from \$247,891,655.90 to \$247,994,885.08.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

AMEN	DMENT OF SOLICITATION	OF CONTRACT 1. CONTRACT ID CODE			DE	PAGE 1	OF 	PAGES 5	
2. AMENDMEN	NT/MODIFICATION NUMBER P00066	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHAS	5. PROJECT NUMBER (II					
8725 JOHN FORT BELN Buyer/Symb	CODE GY – UTILITY SERVICES I J. KINGMAN ROAD, STP 10400 VOIR, VA 22060-6222 pol: Randall Legions, DLA Energy-FEEE 671) 767-0488 E-Mail: randall.legions	SP0600	7. ADMINISTERED BY	(If othe	er than Item 6)	CODE			
8. NAME AND	ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)		9A. AMENDMEN	NT OF SOLIC	TATION	NUMI	BER
Hardin County 1400 Rogersv Radcliff, KY 40 Phone: (270) 35 Fax: (270) 352	v Water District No. 1 ille Road 0160-9343 351-3222 ext. 2211 2-3055 n Hogan, General Manager 02811				9B. DATED (SEE 10A. MODIFICAT 10B. DATED (SE	FITEM 11) TION OF CON SP06001	ITRACT/0	ORDE	
CODE: 316V9		CILITY CODE				September	30, 20	11	
	11. THIS IT'EN	M ONLY APPLIES TO	AMENDMENTS OF S	SOLIC	CITATIONS				
(a) By completing submitted; or (c) ACKNOWLEDG IN REJECTION communication, specified.		copies of the amendment on which includes a reference ESIGNATED FOR THE RECOMENT OF THE RECOME	t; (b) By acknowledging rece e to the solicitation and ame EEIPT OF OFFERS PRIOR T n offer already submitted, su- solicitation and this amendm	ipt of the ndmen TO THE ch character, an	nis amendment on t numbers. FAILUR E HOUR AND DATI nge may be made I d is received prior	each copy of t RE OF YOUR E SPECIFIED by letter or ele to the opening	MAY RE		
		E CONTRACT/ORDER							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	SUANT TO: (Specify authori	ty) THE CHANGES SET FO	RTH IN	I ITEM 14 ARE MA	DE IN THE C	ONTRAC	T ORI	DER
	B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN I				,	changes in pay	ying office	9,	
	C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.241-7, Change in Rates or Terr			es					
	D. OTHER (Specify type of modification and	d authority)							
E. IMPORT	ANT: Contractor ☐ is not ☒ is r	reauired to sian this do	cument and return 1	copies	s to the issuina	office.			
	ON OF AMENDMENT/MODIFICATION (Org.	<u> </u>	_				ble.)		
		Knox, Kentucky – U Potable Wate See Additional Page	r Utility System		ct				
Except as provid	ded herein, all terms and conditions of the doc	cument referenced in Item 9A	հ or 10A, as heretofore chanզ	ged, re	mains unchanged a	and in full force	e and effe	ect.	
	ID TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O						
STEPHE	N M. HOGAN, GENERAL	MANAGER	CARL SILVERS	то	NE, CONT	RACTIN	G OF	FIC	EFR
Step	hen Hogan ^{on:} CN = Steph	oy: Ste nf≨C Ho DATE SIGNED en Hogan email = shogan@hcwd. <u>: HCW</u> D1 OU = GM 1 23:30:16 -04'00'	16B. UNITED STATES OF SILVERSTONE.CARL.1377023 (Signatur	044 Dig	RICA gitally signed by SILVERSTONE.CARL.1: te: 2022.05.02 13:26:07 -04:00' Contracting Officer)	RE(May	V / 2, 2	
	· · · · · · · · · · · · · · · · · · ·				STANDAR	1	, , _, _	023	

OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AB for Contract Year 11's Monthly Utility Service Charge in the total amount of \$270,240.71 and funds SubCLIN 0064AD for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$103,229.18; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BF
- 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 0011AB, 0011AC, 0011AD and SubCLIN 0064AD and 0064AE:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AB	Months 123 – 128 of 600 ACRN: TBD April 01, 2022 – September 30, 2022	6	Мо	\$270,240.71	\$1,621,444.26
0011AC	Months 129 – 132 of 600 ACRN: TBD October 01, 2022 – January 31, 2023	4	Мо	\$270,240.71	\$1,080,962.84

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AB	Months 123 – 123 of 600 ACRN: BF April 01, 2022 – April 30, 2022	1	Мо	\$270,240.71	\$270,240.71
0011AC	Months 124 – 128 of 600 ACRN: TBD May 01, 2022 – September 30, 2022	5	Мо	\$270,240.71	\$1,351,203.55
0011AD	Months 129 – 132 of 600 ACRN: TBD October 01, 2022 – January 31, 2023	4	Мо	\$270,240.71	\$1,080,962.84 RECEIVED 1/12/2023
	,				PUBLIC SERVICE COMMISSION

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AD	ACRN: TBD Period of Performance: April 01, 2022 – September 30, 2022	6	Мо	\$103,229.18	\$619,375.08

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AD	ACRN: BF Period of Performance: April 01, 2022 – April 30, 2022	1	Мо	\$103,229.18	\$103,229.18
0064AE	ACRN: TBD Period of Performance: May 01, 2022 – September 30, 2022	5	Мо	\$103,229.18	\$516,145.90

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 BF is hereby established in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11760907, Basic as follows:

ACRN BF \$373,469.89 02120222022 2020000 A60TE 131079QUTS 2540 0011760907 S.0070014.22.2 021001							
MIPR11760907 dated March 25, 2022	Basic	\$373,469.89					
	Total	\$373,469.89					
Funding Breakdown							
P00066	On SubCLIN 0011AB	\$270,240.71					
P00066	On SubCLIN 0064AD	\$103,229.18					
Total Funding for ACRN BF		\$373,469.89					

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

PUBLIC SERVICE COMMISSION

I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2)14)

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the surn of \$63,197,545.52 of the total price is presently available for payment and allotted to this contract. AFNTUCKY allotment schedule is set forth in paragraph (i) of this clause.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties con print 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 oursuant 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 acceptaments otherwise prohibited under 31 U.S.C. 1342.

PUBLIC SERVICE COMMISSION

(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 \$373,469.89 from \$62,824,075.63 to \$63,197,545.52.
- F. The total value of the contract is increased by \$103,229.18 from \$247,994,885.08 to \$248,098,114.26.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUI	4. REQUISITION/PURCHASE REQUISITION NUMBER 5. PROJECT NUMBER (If applicable				
P00067	See Block 16C						
6. ISSUED BY	SP0600	7. ADMINISTERED BY (If other	than Item 6)	CODE			
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energ PHONE: (571) 767-0488 E-Mail: randall.	ıy-FEEBA						
8. NAME AND ADDRESS OF CONTRACTOR	R (NO., street city county State	and ZIP Code)	QA AMENDAE	NT OF SOLIO	ITATION NUMBER		
O. NAME AND ADDRESS OF CONTRACTOR	(IVO., Street city, county, State,	and zir code)	9A. AMENDME	NI OF SOLICE	ITATION NUMBER		
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 2211 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3			10B. DATED (Si	TION OF CON SP06001 ² EE ITEM 13)			
CODE: 316V9 11. TH	FACILITY CODE S ITEM ONLY APPLIES TO	AMENDMENTS OF SOLIC		September	30, 2011		
The above numbered solicitation is amended as	set forth in Item 14. The hour and de	te enecified for receipt of Offers	is extended.	is not e	extended.		
Offers must acknowledge receipt of this amendment (a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic com ACKNOWLEDGMENT TO BE RECEIVED AT THE F IN REJECTION OF YOUR OFFER. If by virtue of thi communication, provided each letter or specified.	copies of the amendmen nmunication which includes a reference PLACE DESIGNATED FOR THE RE- s amendment you desire to change a	nt; (b) By acknowledging receipt of thi ce to the solicitation and amendment CEIPT OF OFFERS PRIOR TO THE an offer already submitted, such chan	s amendment on numbers. FAILUI HOUR AND DAT ge may be made	each copy of the RE OF YOUR TE SPECIFIED by letter or ele	MAY RESULT		
12. ACCOUNTING AND APPROPRIATION DATA See Section G, Accounting and App							
		DIFICATIONS OF CONTRA					
		rity) THE CHANGES SET FORTH IN			ONTRACT ORDER		
NUMBER IN ITEM 10A.							
	TRACT/ORDER IS MODIFIED TO RE RTH IN ITEM 14, PURSUANT TO TE	EFLECT THE ADMINISTRATIVE CHA HE AUTHORITY OF FAR 43.103(b).	ANGES (such as	changes in pa	ying office,		
	MENT IS ENTERED INTO PURSUAL s or Terms and Conditions of Se						
D. OTHER (Specify type of modific	ation and authority)						
E. IMPORTANT: Contractor is not	is required to sign this de	ocument and return 1 copies	to the issuing	g office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATI			THE RESIDENCE OF THE PARTY OF T		ible.)		
	Potable Water	Utility Privatization Contracter Utility System les for Further Details.	t				
Except as provided herein, all terms and conditions	of the document referenced in Item 9	A or 10A, as heretofore changed, ren	nains unchanged	and in full force	ce and effect.		
15A. NAME AND TITLE OF SIGNER (Type or prin STEPHEN M. HOGAN, GENE		16A. NAME AND TITLE OF CONT					
15B. CONTRACTOR/OFFEROR Digitally signed by Stephen I	15C. DATE SIGNED				16C. DATE SIGNED		
Stephen Hogan Christian Hogan on Stephen	nail = shogan@hcwd.com M	SILVERSTONE.CARL.1377023044 Digitally solutions of the solution of the solutio	igned by DNE CARL 1377023044 2.05.31 14:48:07 -04'00'	RE	May Bildez [
(Signature of person authorized to sign)	(Signature of Co	ntracting Officer)		O TEM PIVE EE L		
Previous edition unusable				gsa far Pue Co	1/12/2023 30 (REV. 11/2016 31 CFSER VIČE OMMISSION F KENTUCKY		

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLINs 0011AC and 0011AD for Contract Year 11's Monthly Utility Service Charge in the total amount of \$540,481.42 and funds SubCLINs 0064AE and 0064AF for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$206,458.36; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to revise ACRN BF and establish ACRN BG; and
 - 3) To revise Section J, Attachment J44, Wage Determination, to incorporate the current wage determinations.
- 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 SubCLINs 0011AC, 0011AD, 0011AE, 0011AF and SubCLINs 0064AD, 0064AE, and 0064AF:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AC	Months 124 – 128 of 600 ACRN: TBD May 01, 2022 – September 30, 2022	5	Мо	\$270,240.71	\$1,351,203.55
0011AD	Months 129 – 132 of 600 ACRN: TBD October 01, 2022 – January 31, 2023	4	Мо	\$270,240.71	\$1,080,962.84

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AC	Months 124 – 124 of 600 ACRN: BG May 01, 2022 – May 31, 2022	1	Мо	\$270,240.71	\$270,240.71
0011AD	Months 125 – 125 of 600 ACRN: BF June 01, 2022 - June 30, 2022	1	Мо	\$270,240.71	\$270,240.71
0011AE	Months 126 – 128 of 600 ACRN: TBD July 01, 2022 – September 30, 2022	3	Мо	\$270,240.71	\$81/42/2023 PUBLIC SERVICE COMMISSION OF KENTUCKY

0011AF	Months 129 – 132 of 600	4	Мо	\$270,240.71	\$1,080,962.84
	ACRN: TBD				
	October 01, 2022 -				
	January 31, 2023				

CLIN 0064 is hereby revised as follows:

FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AE	ACRN: TBD Period of Performance: May 01, 2022 – September 30, 2022	5	Мо	\$103,229.18	\$516,145.90

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AE	ACRN: BG Period of Performance: May 01, 2022 – May 31, 2022	1	Мо	\$103,229.18	\$103,229.18
0064AF	ACRN: BF Period of Performance June 01, 2022 – June 30, 2022	1	Мо	\$103,229.18	\$103,229.18
0064AG	ACRN: TBD Period of Performance: July 01, 2022 – September 30, 2022	3	Мо	\$103,229.18	\$309,687.54

RECEIVED

1/12/2023

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 BF is hereby revised to add funding in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11760907, Basic as follows:

S.0070014.22.2 021001 MIPR11760907 dated March 25, 2022	Basic	\$373,469.89
MIPR11760907 dated May 17, 2022	Amend 1	\$373,469.89
	Total	\$746,939.78
Funding Breakdown		
P00066	On SubCLIN 0011AB	\$270,240.71
P00066	On SubCLIN 0064AD	\$103,229.18
P00067	On SubCLIN 0011AD	\$270,240.71
P00067	On SubCLIN 0064AF	\$103,229.18
Total Funding for ACRN BF		\$746,939.78

ACRN BG is hereby established in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11776872, Basic as follows:

ACRN BG \$373,469.89 02120222022 20 S.0070014.22.2 2020000	Control of the second product of the control of the second control of the control	
MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
	Total	\$373,469.89
Funding Breakdown		
P0006	7 On SubCLIN 0011AC	\$270,240.71
P0006	7 On SubCLIN 0064AE	\$103,229.18
Total Funding for ACRN B	3	\$373,469.89

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$63,944,485.30 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 the contract of the contract for those items regardless of anything to the contrary in the clause of the contract of the Government." As used in this clause, the payable by the Government in the event of termination of applicable contract line items 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 OHMISSION OF KENTUCKY

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. SECTION J LIST OF ATTACHMENTS

Attachment J44, Wage Determination, is replaced in its entirety to incorporate:

Hardin County, Kentucky Heavy General Decision Number: KY20220070, Modification 0 Published 1/07/2022



1/12/2023

Modification P00067 SP060011C8271 Fort Knox, KY

Hardin County, Kentucky Building

General Decision Number: KY20220091, Modification 1 Published 1/28/2022

Larue and Meade County, Kentucky Heavy

General Decision Number: KY20220086, Modification 0 Published 1/07/2022

Larue and Meade County, Kentucky Building

General Decision Number: KY20220105, Modification 1 Published 1/28/2022

Bullitt County, Kentucky Heavy

General Decision Number: KY20210064, Modification 0 Published 1/07/2022

Bullitt County, Kentucky Building

General Decision Number: KY20210087, Modification 1 Published 1/28/2022

All wage determinations will be updated annually upon the anniversary of the contract start date.

(End of clause)

- F. The total amount obligated is increased by \$746,939.78 from \$63,197,545.52 to \$63,944,485.30.
- G. The total value of the contract is increased by \$206,458.36 from \$248,098,114.26 to \$248,304,572.62.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

AMENDMENT OF SOLICITATION	MODIFICATION C	OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQUISITION NUMBER	5. PROJEC	T NUMBER	R (If applicable)
P00068	See Block 16C					
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEB PHONE: (571) 767-0488 E-Mail: randall.legions		7. ADMINISTERED BY (I	f other than Item 6)	CODE	ě	
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION N	NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 2211 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3			10B. DATED (SA	SP06001	1C8271	ORDER NUMBER
	CILITY CODE M ONLY APPLIES TO	AMENDMENTS OF S		September	30, 201	1
	copies of the amendment ion which includes a reference DESIGNATED FOR THE RECOMMENT OF THE	t; (b) By acknowledging receipe to the solicitation and amen EIPT OF OFFERS PRIOR TO noffer already submitted, such solicitation and this amendment of the solicitation and the submitted of the su	ot of this amendment on dment numbers. FAILUI D THE HOUR AND DAT th change may be made int, and is received prior NTRACTS/ORDER RIBED IN ITEM 14	each copy of the C	MAY RES ectronic g hour and	date
NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/O	APPER IS MODIEIED TO BE	ELECT THE ADMINISTRATIV	/E CHANGES (such as	changes in na	wing office	-
appropriation data, etc.) SET FORTH IN I	TEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.10		crianges in pa	ying once,	
C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.241-7, Change in Rates or Ter			es			
D. OTHER (Specify type of modification and	d authority)					(a)
E. IMPORTANT: Contractor ⊠ is not □ is						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	/contract subject matte	er where feasi	ble.)	
Fort		tility Privatization Cor r Utility System es for Further Details				
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A					ct.
15A. NAME AND TITLE OF SIGNER (Type or print)		CARL SILVERS				FICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.13770230	Digitally signed by	REC	ŒI	VED
(Signature of person authorized to sign)			e of Contracting Officer)	1	June /12/20	3 17, 2022 023
Previous edition unusable			STANDAR	D FORM	3PC/BE	K _V 11/2016)

Prescribed by GSA FAR 48 CFR 53 243 COMMISSION
OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) To revise Section G.5, Accounting and Appropriation Data, to correct ACRN BG
- 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

Information provided in Modification P00067 for ACRN BG cited an incorrect LOA number. The LOA cited is hereby corrected from 02120222022 2020000 A60TE 131079QUTS 2540 0011776872 S.0070014.22.2 2020000 to 02120222022 2020000 A60TE 131079QUTS 2540 0011776872 S.0070014.22.2 021001. The correction is highlighted in red and incorporated into G.5, Accounting and Appropriation Data, as provided herein.

ACRN BG \$373,469.89 02120222022 20200 S.0070014.22.2 021001	000 A60TE 131079QUTS 2540 0011	1776872
MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
	Total	\$373,469.89
Funding Breakdown		
P00067	On SubCLIN 0011AC	\$270,240.71
P00067	On SubCLIN 0064AE	\$103,229.18
Total Funding for ACRN BG		\$373,469.89

- C. The total amount obligated remains unchanged at \$63,944,485.30.
- D. The total value of the contract remains unchanged at \$248,304,572.62.
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

A STREET PROPERTY OF TAXABLE	ODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ	WINCITION NUMBER	5 PROJEC	T NIIMBER	(If applicable)
TARREST CONTRACTOR	P00069	See Block 16C	4. REQUISITION ON OTHER TELE	Ulbition nomber	J. 1 NOVE	I NOMBER	п аррисаыс,
. ISSUED BY		CODE SP0600	7. ADMINISTERED BY (If other	er than Item 6)	CODE	The second second	
DLA ENERGY 8725 JOHN J. I FORT BELVOI Buyer/Symbol:	- UTILITY SERVICES KINGMAN ROAD, STP 1040 R, VA 22060-6222 Randall Legions, DLA Energ 767-0488 E-Mail: randall.	gy-FEEBA				1,	
NAME AND A	DDRESS OF CONTRACTO	R (NO., street city, county, State, a	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NU	MBER
Hardin County Wa		B 10 10 10 10		10 / 10 / 10 / 10 / 10 / 10 / 10 / 10 /	in the second	An School - may	
1400 Rogersville Radcliff, KY 4016 Phone: (270) 351 Fax: (270) 352-30	Road 0-9343 -3222 ext. 2211			9B. DATED (SE	*		
POC: Stephen H	ogan, General Manager			10A. MODIFICA			DER NUMBER
DUNS # 1304028 SAM # LE2BL71N				10B. DATED (S	SP06001	1C8271	
DAIN # LLZDL7	IOLOG				4		
CODE: 316V9		FACILITY CODE			September	30, 2011	
DODE. O TOVO	11. TH	IS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLI	CITATIONS			
ACKNOWLEDGME IN REJECTION OF communication, pro specified	NT TO BE RECEIVED AT THE F YOUR OFFER, If by virtue of thi wided each letter or electronic co	mmunication which includes a reference PLACE DESIGNATED FOR THE REC is amendment you desire to change an ommunication makes reference to the s	CEIPT OF OFFERS PRIOR TO THE n offer already submitted, such cha	E HOUR AND DA	TE SPECIFIED e by letter or ele	MAY RESU ectronic	
ASSESSMENT AND A PARTY OF THE P	AND APPROPRIATION DATA G, Accounting and App	T THE PERSON OF					
Oce Occion .		TEM APPLIES ONLY TO MOD	DIFICATIONS OF CONTR	ACTS/ORDE	RS.		WINDS NO. 100 TOP
	A A A A A A A A A A A A A A A A A A A	IES THE CONTRACT/ORDER	THE RESIDENCE OF THE STREET, STREET, STOCKED BY CONTRACTOR OF THE				
	THIS CHANGE ORDER IS ISSU NUMBER IN ITEM 10A.	UED PURSUANT TO: (Specify authorit	y) THE CHANGES SET FORTH IN	N ITEM 14 ARE M	ADE IN THE	ONTRACT	DRDER
П	NOMBER IN ITEM TONS						
		TRACT/ORDER IS MODIFIED TO REF			s changes in pa	aying office,	
many Labour Commit		ORTH IN ITEM 14, PURSUANT TO THE	HARMANIA STATES AND ASSESSED AND ASSESSED.	4.			
Manual I	The sent constitute of the service o	MENT IS ENTERED INTO PURSUAN s or Terms and Conditions of Serv	TOTAL	Fundament, or it and the second			
D,	OTHER (Specify type of modific	cation and authority)		20% (84)		Control of Association (Control of Association (Contro	
		V			<i></i>	Company of the compan	
		is required to sign this do					
4. DESCRIPTION	OF AMENDMENT/MODIFICATI	ION (Organized by UCF section head	lings, including solicitation/cont	tract subject matt	ler where feas	ible.)	
			Sec. 30 , 1000 991				
		Fort Knox, Kentucky – Ut		ict			
			er Utility System es for Further Details.				
		000 / 100 / 100 / 100 / 100	30 101 T 012101 D 1				
	herein, all terms and conditions	of the document referenced in Item 9A	A or 10A, as heretofore changed, re				
STEPHEN	M. HOGAN, GENE	RAL MANAGER	CARL SILVERSTO				ICER
158 CONTRACTO	RIOPFEROR /	15C. DATE SIGNED	16B. UNITED STATES OF AME			16C. DA	TE SIGNED
The Mi	11. Hon		SILVERSTONE.CARL.1377023044 Digit	tally signed by SILVERSTONE.CARL.13 e: 2022.06.30 15:57:37 -04'00'	377023044	June 3	30, 2022
(Signal	ture of person Alnorized to sign,	6.30.22	(Signature of C	Contracting Officer)			
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					Р	URLIC S	SERVICE
							EIX VIOL
						COMMIS	SSION

Modification P00069 SP060011C8271 Fort Knox, KY

A. The purpose of this modification is to:

- Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AE for Contract Year 11's Monthly Utility Service Charge in the total amount of \$270,240.71 and funds SubCLIN 0064AG for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$103,229.18; and
- 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BH
- 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 0011AE, 0011AF, 0011AG and SubCLIN 0064AG and 0064AH:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AE	Months 126 – 128 of 600 ACRN: TBD July 01, 2022 – September 30, 2022	3	Мо	\$270,240.71	\$810,722.13
0011AF	Months 129 – 132 of 600 ACRN: TBD October 01, 2022 - January 31, 2022	1	Мо	\$270,240.71	\$270,240.71

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AE	Months 126 – 126 of 600 ACRN: BH July 01, 2022 – July 31, 2022	1	Mo	\$270,240.71	\$270,240.71
0011AF	Months 127 – 128 of 600 ACRN: TBD August 01, 2022 – September 30, 2022	2	Мо	\$270,240.71	\$540,481.42
0011AG	Months 129 – 132 of 600	4	Мо	\$270,240.71	\$1,080,962.84
	ACRN: TBD October 01, 2022 – January 31, 2023				RECEIVE
					4/40/0000

1/12/2023

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AG	ACRN: TBD Period of Performance:	3	Мо	\$103,229.18	\$309,687.54
	July 01, 2022 – September 30, 2022		*		

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AG	ACRN: BH Period of Performance: July 01, 2022 – July 31, 2022	1	Мо	\$103,229.18	\$103,229.18
0064AH	ACRN: TBD Period of Performance August 01, 2022 – September 30, 2022	2	Мо	\$103,229.18	\$206,458.36

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 BH is hereby established in the amount of \$373,469.89. Funds are provided under the Direct Cite MIPR Number MIPR 11795713, Basic as follows:

ACRN BH \$373,469.89 2120222022 202000 021001	0 A60TE 131079QUTS 2540 00117	95713 S.0070014.22.2
MIPR11795713 dated June 27, 2022	Basic	\$373,469.89
	Total	\$373,469.89
Funding Breakdown		
P00069	On SubCLIN 0011AE	\$270,240.71
P00069	On SubCLIN 0064AG	\$103,229.18
Total Funding for ACRN BH		\$373,469.89

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 <u>0001 to 0064</u> are incrementally funded. For these items, the sum **564,317,955.19** 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.

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1/12/2023

Modification P00069 SP060011C8271 Fort Knox, KY

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract 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 acceptarae js 023 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 \$373,469.89 from \$63,944,485.30 to \$64,317,955.19.
- F. The total value of the contract is increased by \$103,229.18 from \$248,304,572.62 to \$248,407,801.80.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

1/12/2023

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. (CONTRACT ID CO	DDE	DE PAGE OF I			
2. AMENDMENT/MODIFICATION NUMBER	į.	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	ASE REC	UISITION NUMBER	5. PROJEC	CT NUMBER	R (If applicable)
P00070 See Block 16C 6. ISSUED BY CODE SP0600 DLA ENERGY – UTILITY SERVICES 8725 JOHN J.; KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE: (571) 767-0488 E-Mail: randall.legions@dia.mil		7. ADMINISTERED BY	(If oth	ar than item 6)	CODE	L		
8. NAME AND ADDRESS OF CONTRA			and 7IP Code)		9A. AMENDMEN	OS SOLI	-TATION I	*******
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 2211		Subal way,	din ali		98. DATED (SEE		CITATION	UMBER
Fax: (270) 352-3055 POC : Stephen Hogan, General Manage DUNS # 130402811 SAM # LE2BL71N8LQ3	ir			×	10A. MODIFICAT	SP06001	11C8271	RDER NUMBE
CODE: 316V9	F	ACILITY CODE M ONLY APPLIES TO		-		Septembe		1
CHECK ONE A. THIS CHANGE ORDER IS NUMBER IN ITEM 10A. B. THE ABOVE NUMBERED	DATA (I required Appropriate I STEM AFODIFIES THE SESSUED PURE OF CONTRACT/O	ation makes reference to the state of the st	DIFICATIONS OF CAR NUMBER AS DESCRIPTIONS OF CAR NUMBER AS DESCRIP	ONIRA CRIBE ORTH IN	ACTS/ORDER ED IN ITEM 14. NITEM 14 ARE MA	is.	contract	ORDER
C, THIS SUPPLEMENTAL AG FAR 52,241-7, Change in	GREEMENT IS	S ENTERED INTO PURSUAN	NT TO AUTHORITY OF:					
D. OTHER (Specify type of m	nodification and	d authority)						
E. IMPORTANT: Contractor is	s not 🛛 is	required to sign this do	ocument and return 1	copier	s to the issuing	office.		
Except as provided herein, all terms and conditions. NAME AND TITLE OF SIGNER (Type of the conditions)	ditions of the do	See Additional Page	er Utility System es for Further Detail A or 10A, as heretofore char	ils. Inged, rer OF CON	omains unchanged a	CER (Type of	or print)	
STEPHEN M. HOGAN, GE	NERAL	MANAGER 15C. DATE SIGNED	CARL SILVER		•	RACTIN		FICER DATE SIGNED
Signaturo di berson butnorize of	5 6 sign)	7-3-22	SILVERSTONE.CARL.13770	7023044 D		DE		22, 2022
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5					Prescribed by			SERVICE

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AF for Contract Year 11's Monthly Utility Service Charge in the total amount of \$540,481.42 and fund SubCLIN 0064AH for Muldraugh Water Treatment Plant Operations FY2022 in the total amount of \$206,458.36; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to revise ACRN BG
- 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 0011AF and SubCLIN 0064AH:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AF	Months 127 – 128 of 600 ACRN: TBD August 01, 2022 – September 30, 2022	2	Mo	\$270,240.71	\$540,481.42

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AF	Months 127 – 128 of 600 ACRN: BG August 01, 2022 – September 30, 2022	2	Мо	\$270,240.71	\$540,481.42

CLIN 0064 is hereby revised as follows: FROM:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AH	ACRN: TBD Period of Performance: August 01, 2022 – September 30, 2022	2	Мо	\$103,229.18	\$206,458.36

RECEIVED

1/12/2023

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AH	ACRN: BG Period of Performance: August 01, 2022 – September 30, 2022	2	Мо	\$103,229.18	\$206,458.36

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 BG is hereby revised to add funding in the amount of \$746,939.78. Funds are provided under the Direct Cite MIPR Number MIPR 11776872, Amend 1 as follows:

MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
MIPR11776872 dated July 7, 2022	Amend 1	\$746,939.78
	Total	\$ 1,120,409.67
Funding Breakdown		
P00067	On SubCLIN 0011AC	\$270,240.71
P00067	On SubCLIN 0064AE	\$103,229.18
P00070	On SubCLIN 0064AF	\$540,481.42
P00070	On SubCLIN 0064AH	\$206,458.36
Total Funding for ACRN BG		\$ 1,120,409.67

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$65,064,894.97 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 days, by V 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 12/2023 Government, including any cost for termination for convenience, will approximate 85 per cent of the total amount then allotted to the contract for performance of the applicable items. The notification will state SERVICE COMMISSION OF KENTUCKY

Modification P00070 SP060011C8271 Fort Knox, KY

- (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 \$746,939.78 from \$64,317,955.19 to \$65,064,894.97.
- F. The total value of the contract is increased by \$206,458.36 from \$248,407,801.80 to \$248,614,260.16.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION/N	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT	I NUMBER (∠ (If applicable)
P00071	See Block 16C					
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBAPHONE: (571) 767-0488 E-Mail: randall.legions@		7. ADMINISTERED BY ((if other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., st	reet city, county, State,	and ZIP Code)	9A. AMENDMEI	NT OF SOLIC	ITATION NU	MBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 2211 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3			9B. DATED (SEI	TION OF CON SP06001		DER NUMBER
CODE: 316V9 FAC 11. THIS ITEM	ILITY CODE ONLY APPLIES TO	AMENDMENTS OF \$		September	30, 2011	
Offers must acknowledge receipt of this amendment prior to the (a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DE IN REJECTION OF YOUR OFFER. If by virtue of this amendm communication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If require See Section G, Accounting and Appropriation)	copies of the amendmen n which includes a reference SIGNATED FOR THE RECE ent you desire to change alon makes reference to the secondary.	t; (b) By acknowledging recei e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, suc	pt of this amendment on ndment numbers. FAILUF O THE HOUR AND DAT ch change may be made	each copy of t RE OF YOUR E SPECIFIED by letter or ele	MAY RESUL	
13. THIS ITEM APP	LIES ONLY TO MOD	DIFICATIONS OF CO				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSINUMBER IN ITEM 10A.		R NUMBER AS DESC by) THE CHANGES SET FOR			ONTRACT O)RDER
B. THE ABOVE NUMBERED CONTRACT/OR appropriation data, etc.) SET FORTH IN ITE				changes in pa	ying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUAN	T TO AUTHORITY OF:				
D. OTHER (Specify type of modification and a	authority)					
E. IMPORTANT: Contractor ⊠ is not □ is re	quired to sign this do	cument and return <u>1</u> c	opies to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	nized by UCF section head	dings, including solicitation	/contract subject matte	r where feasi	ble.)	
	Potable Wate	tility Privatization Co r Utility System es for Further Details				
Except as provided herein, all terms and conditions of the docu	ment referenced in Item 9A	or 10A, as heretofore change 16A. NAME AND TITLE OF	<u> </u>			
		CARL SILVERS	TONE, CONT	RACTIN	G OFFI	CFR
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.1377023044	(RE(ノロコ	THE D
(Signature of person authorized to sign)		(Signature	e of Contracting Officer)	1	- Septer / <mark>12/20</mark> 2	mber 15, 23
Previous edition unusable			STANDAR	D FORM	BO (REV	\ <u>/1/1/2</u> 016\

Prescribed by GSA FAR (48) FIRSTONS OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) To revise Section G, G.5, Accounting and Appropriation Data, to correct ACRN BG
- 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

Information provided in Modification P00070 for ACRN BG cited an incorrect SubCLIN. The SubCLIN cited is hereby corrected from 0064AF to 0011AF. The correction is highlighted in **red** and incorporated into G.5, Accounting and Appropriation Data, as provided herein:

ACRN BG \$746,939.78 02120222022 2020 S.0070014.22.2 2020000	0000 A60TE 131079QUTS 254	0 0011776872
MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
MIPR11776872 dated July 7, 2022	Amend 1	\$746,939.78
	Total	\$ 1,120,409.67
Funding Breakdown		
P00067	On SubCLIN 0011AC	\$270,240.71
P00067	On SubCLIN 0064AE	\$103,229.18
P00070	On SubCLIN 0011AF	\$540,481.42
P00070	On SubCLIN 0064AH	\$206,458.36
Total Funding for ACRN BG		\$ 1,120,409.67

- C. The total amount obligated remains unchanged at \$65,064,894.97.
- D. The total value of the contract remains unchanged at \$248,614,260.16.
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION	AZDEROTALARISE SELECTIONES DISCONES ES DEPONDOS DE CARDO EN EL TENTO	1				1 4
2. AMENDMENT/MODIFICATION NUMBER P00072	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQU	JISITION NUMBER	5. PROJEC	T NUMBER (If applicable)
P00072 6. ISSUED BY CODE	See Block 16C	7. ADMINISTERED BY	/ /# othe	than Item 6)	CODE	T
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEE PHONE: (571) 767-0488 E-Mail: randall.legions		I. Adminic.	(II Garage	r man no,	6002	
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	, street city, county, State,	and ZIP Code)		9A. AMENDME	NT OF SOLIC	TATION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208				9B. DATED (SEE		
Fax: (270) 352-3055 POC : Stephen Hogan, General Manager Cage : 316V9 SAM# : # LE2BL71N8LQ3				10A. MODIFICAT	SP06001	NTRACT/ORDER NUMBER 1C8271
CODE: 316V9	FACILITY CODE		-	- TONE	October 1	8, 2011
	M ONLY APPLIES TO	AMENDMENTS OF S	SOLIC	ITATIONS		
(a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic communicate ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communication.	ation which includes a reference DESIGNATED FOR THE REC indment you desire to change an	CEIPT OF OFFERS PRIOR T an offer already submitted, su	endment TO THE such chan	t numbers, FAILUR E HOUR AND DATI nge may be made	RE OF YOUR TE SPECIFIED by letter or ele	D MAY RESULT
12. ACCOUNTING AND APPROPRIATION DATA (If requi						
13. THIS ITEM AF	PPLIES ONLY TO MOD HE CONTRACT/ORDER					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR						CONTRACT ORDER
NUMBER IN ITEM 10A.	(SUMIT) (S.)	у, ты с		11 L W		JATINIO.
B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN	ORDER IS MODIFIED TO REF I ITEM 14, PURSUANT TO TH	FLECT THE ADMINISTRAT HE AUTHORITY OF FAR 43	TIVE CH. 3.103(b).	ANGES (such as	changes in pa	aying office,
B. THIS SUPPLEMENTAL AGREEMENT	T IS ENTERED INTO PURSU/	ANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	id authority)					
E. IMPORTANT: Contractor ⊠ is not □ is	required to sign this do	ocument and return 0	copies	to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	ganized by UCF section head	dings, including solicitatio	on/contra	act subject matte	er where feasi	ible.)
Fort	rt Knox, Kentucky – Ut Potable Water See Additional Page	er Utility System		rt		
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9/	1				
15A. NAME AND TITLE OF SIGNER (Type or print)	May May	16A. NAME AND TITLE O			••••••	
15B. CONTRACTOR/OFFERON	15C. DATE SIGNED	SILVERSTONE CARL 1377023044	Digitally si	rsigned by TONE CARL 1377023044		16C. DATE SIGNED
(Signature of person authorized to sign)	10-31-622	4	Date: 2022	ontracting Officer)	DE	October 27, 2022
Previous edition unusable						30 (REV. 11/2016) (48/年別28243
						JBLIC SERVICE COMMISSION

OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AG for Contract Year 11's Monthly Utility Service Charge in the total amount of \$810,722.13; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BJ;
- 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 0011:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

	Monthly Utility Service				
0011	Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 132 of 600	4	Мо	\$270,240.71	\$1,080,962.84
	ACRN: TBD				
	October 01, 2022 -				
	January 31, 2023				

TO:

0011	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 132 of 600 ACRN: BJ October 01, 2022 - December 31, 2022	3	Мо	\$270,240.71	\$810,722.13
0011AH	Month 133 of 600 ACRN: TBD January 01, 2023 - January 31, 2023	1	Мо	\$270,240.71	\$270,240.71

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 BJ is established in the amount of \$810,722.13. Funds are provided under the Direct Cite MIPR Number MIPR 11861212, Basic as follows:

ACRN BJ \$810722.13 02120232023 202000 021001	00 A60TE 131079QUTS 2540 001	1861212 S.0070014.22.2
MIPR 11861212 dated Oct 11, 2022	Basic	\$810,722.13
	Total	R#OFIVED
Funding Breakdown		1/12/2023
P00072	On SubCLIN 0011AG	\$ 8₩<u>6</u>,7½2,9 [3RVICE
		CÓMMISSION OF KENTUCKY

Total Funding for ACRN BJ

\$810,722.13

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$65,875,617.10 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 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 least section of this clause are limited to the work and allotment of funds for the MISSION OF KENTUCKY

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 \$810,722.13 from \$65,064,894.97 to \$65,875,617.10.
- F. The total value of the contract remains unchanged at \$248,614,260.16.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023

AMENDMENT OF SOLICITATION	/MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE PAGE OF	PAGES 4
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQUISITION NUMBER	5. PROJECT NUMBER (If	
P00073	See Block 16C				
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEI PHONE: (571) 767-0488 E-Mail: randall.legions		7. ADMINISTERED BY ((If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State,	and ZIP Code)	9A. AMENDME	NT OF SOLICITATION NUM	BER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Stephen Hogan, General Manager Cage: 316V9 SAM#: # LE2BL71N8LQ3			9B. DATED (SE 10A. MODIFICA 10B. DATED (SE	TION OF CONTRACT/ORDE	ER NUMBER
CODE: 316V9 11. THIS ITE	ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF \$	SOLICITATIONS	October 18, 2011	
Offers must acknowledge receipt of this amendment prior to (a) By completing items 8 and 15, and returning submitted; or (c) By separate letter or electronic communicat ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE IN REJECTION OF YOUR OFFER. If by virtue of this amend communication, provided each letter or electronic communic specified. 12. ACCOUNTING AND APPROPRIATION DATA (If requires See Section G, Accounting and Appropria	copies of the amendmention which includes a reference DESIGNATED FOR THE RECUlment you desire to change at ation makes reference to the street)	t; (b) By acknowledging recei e to the solicitation and amer EIPT OF OFFERS PRIOR T n offer already submitted, suc	pt of this amendment on ndment numbers. FAILUF O THE HOUR AND DAT ch change may be made	each copy of the offer RE OF YOUR E SPECIFIED MAY RESULT by letter or electronic	
13. THIS ITEM AF	PPLIES ONLY TO MOD				
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	E CONTRACT/ORDEF				DER
B. THE ABOVE NUMBERED CONTRACT/0 appropriation data, etc.) SET FORTH IN				changes in paying office,	
B. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSU	ANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and	d authority)				
E. IMPORTANT: Contractor \boxtimes is not \square is	required to sign this do	cument and return 0 c	opies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	n/contract subject matte	r where feasible.)	
Fort	Knox, Kentucky – U Potable Wate See Additional Page	r Utility System			
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore chang	ged, remains unchanged	and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		CARL SILVERS		CER (Type or print) RACTING OFFIC	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.1377023	AMERICA 044 Digitally signed by SILVERSTONE CARL 13 Date: 2023.01.17 15:20:18 -05'00'	16C. DATE	SIGNED
(Signature of person authorized to sign)		-	e of Contracting Officer)	Janua 20	23
Previous edition unusable			STANDAR	D FORM 30 (REV.	, 11/2016)

STANDARD FORM 30 (REV. 11/2016 Prescribed by GSA PA特地仓森原总位等 COMMISSION OF KENTUCKY

- A. The purpose of this modification is to:
 - 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0011AG for Contract Year 11's Monthly Utility Service Charge in the total amount of \$270,240.71; and
 - 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BJ;
- 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 0011:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows: FROM:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 132 of 600 ACRN: BJ October 01, 2022 - December 31, 2022	3	Мо	\$270,240.71	\$810,722.13

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 133 of 600 ACRN: BJ October 01, 2022 - January 31, 2023	4	Мо	\$270,240.71	\$1,080,962.84
0011AH	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 BJ is hereby revised to add funding in the amount of \$270,240.71. Funds are provided under the Direct Cite MIPR Number MIPR 11861212, Amend 1 as follows:

0000 A60TE 131079QUTS 2540 0	0011861212
Basic	\$810,722.13
Amend 1	\$270,240,71
Total	\$1,080,3628
	1/12/2023
	PUBLIC SERVICE
On SubCLIN 0011AG	\$1, <u>0</u> 80,962,346 N
	\$1, 080,962184 KY
	Basic Amend 1

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

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

- (a) Contract line items <u>0001 to 0064</u> are incrementally funded. For these items, the sum of \$66,145,857.81 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 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 contract line items set forth in paragraph (a) of this clause. This clause no longer applies on CERMENTUCKY contract is fully funded except with regard to the rights or obligations of the parties contenting 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 \$270,240.71 from \$65,875,617.10 to \$66,145,857.81.
- F. The total value of the contract remains unchanged at \$248,614,260.16.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



1/12/2023